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**CITY OF NORTH MIAMI  
THIRD OPTION TO RENEW  
PROFESSIONAL SERVICES AGREEMENT  
(RFQ18-07-08 AGENT OF RECORD)**

**THIS THIRD OPTION TO RENEW PROFESSIONAL SERVICES AGREEMENT** ("Third Option Agreement") is made and entered into this 12<sup>th</sup> day of SEPTEMBER 2016, 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 **Sapoznik Insurance & Associates, LLC**, a limited liability company organized and existing under the laws of the State of Florida, having its principal office at 1100 NE 163<sup>rd</sup> Street, 2<sup>nd</sup> Floor, North Miami Beach, FL 33162 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties".

**RECITALS**

**WHEREAS**, on January 13, 2013, the City entered into an agreement with Contractor ("Agreement") for the provision of Agent of Record Insurance Services for City employee's benefits plan ("Services"), in accordance with the terms, conditions and specifications contained in the City's *Request for Qualifications # 18-07-08, Agent of Record Services for City's Employee Benefits Plans* ("RFQ"); and

**WHEREAS**, the initial term of the Agreement was five (5) years from the date specified in the City's Notice to Proceed; and

**WHEREAS**, upon completion of the initial term, the City has the option to renew the Agreement for five (5) additional one-year terms, with the written consent of the Parties.

**WHEREAS**, the City desires to exercise the third of five (5) options to renew the Agreement in order to maintain and extend, without interruption, the required Services for one (1) additional year; and

**WHEREAS**, the City Manager has determined that it is in the best interest of the City to enter into this First Option Agreement with Contractor to extend the provision of Services for one (1) additional year, pursuant to Contract Documents.

**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 third option to renew the Agreement for the provision of Services, for the period commencing January 1, 2017, through December 31, 2017.
2. The Contractor hereby accepts the City's third option to renew the Agreement for the provision of Services, for the period commencing January 1, 2017, through December 31, 2017.
3. The City shall have remaining two (2) options to renew the Agreement, on a year-by-year basis, in accordance with the Agreement, as amended.

4. The Contractor agrees to provide Services in accordance with the terms, conditions and specifications contained in the Contract Documents.

5. The Parties agree that this Third Option Agreement shall be made part of the Agreement previously executed by the Parties on January 13, 2009, attached hereto as Exhibit "A".

6. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the Parties.

7. This Third Option Agreement shall be binding upon the Parties hereto, their successors in interest, heirs, executors, assigns and personal representatives.

8. In the event of any dispute arising under or related to this Third Option 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 Third Option Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

9. All documents developed by Contractor under this Agreement shall be delivered to the City Manager by the Contractor upon completion of the Services and shall become property of the City, without restriction or limitation of its use. The Contractor agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, under Chapter 119, Florida Statutes (2016).

10. The Contractor shall additionally comply with Section 119.0701, Florida Statutes (2016), 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.

11. All other terms of the Agreement, which have not been modified by this Third Option Agreement, shall remain in full force and effect.

12. 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.

IN WITNESS WHEREOF, the Parties have executed this Third Option Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

Sapoznik Insurance & Associates, LLC, a Florida limited liability company,  
"Contractor":

By: 

By: 

Print Name: Louis Bahadere

Print Name: Rachel A Sapoznik

Date: 9/12/16

Date: 9/12/2016

ATTEST:

By:   
Michael A. Etienne, Esq.  
City Clerk

City of North Miami, a Florida municipal corporation, "City":

By:   
Larry M. Spring  
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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



**FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Limited Liability Company**

SAPOZNIK INSURANCE &amp; ASSOCIATES, LLC

**Filing Information**

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**Principal Address**1100 NE 163RD STREET, 2ND FL  
NORTH MIAMI BEACH, FL 33162**Mailing Address**1100 NE 163RD STREET, 2ND FL  
NORTH MIAMI BEACH, FL 33162**Registered Agent Name & Address**SAPOZNIK, RACHEL A  
1100 NE 163RD STREET, 2ND FL  
NORTH MIAMI BEACH, FL 33162

Name Changed: 05/02/2016

Address Changed: 05/02/2016

**Authorized Person(s) Detail****Name & Address**

Title MGRM

RACHEL A. SAPOZNIK, TRUSTEE  
1100 NE 163RD STREET, 2ND FL  
NORTH MIAMI BEACH, FL 33162**Annual Reports**

Report Year	Filed Date
2014	01/15/2014
2015	01/09/2015
2016	05/02/2016

**Document Images**[05/02/2016 -- ANNUAL REPORT](#)[View image in PDF format](#)[01/09/2015 -- ANNUAL REPORT](#)[View image in PDF format](#)[01/15/2014 -- ANNUAL REPORT](#)[View image in PDF format](#)[01/18/2013 -- ANNUAL REPORT](#)[View image in PDF format](#)[02/28/2012 -- ANNUAL REPORT](#)[View image in PDF format](#)[02/04/2011 -- Florida Limited Liability](#)[View image in PDF format](#)[Copyright © and Privacy Policies](#)

State of Florida, Department of State

EXHIBIT "A"

CITY OF NORTH MIAMI  
PROFESSIONAL SERVICES  
AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 13 day of January, 2008<sup>9</sup> between the City of North Miami, a Florida municipal corporation, located at 776 N.E. 125 Street, North Miami, FL 33161 ("City"), and Sapoznik Insurance & Associates, Inc., a Florida for-profit corporation with a principal business address of 1100 NE 163 Street, 2<sup>nd</sup> Floor, North Miami Beach, FL 33162 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties".

RECITALS

WHEREAS, the City desires to retain an experienced, licensed and insured agent to provide Agent of Record insurance services for the City's employee benefits plans ("Services"), in accordance with the terms, conditions and specifications contained in the City's Request for Qualifications # 18-07-08, Agent of Record Services for City's Employee Benefits Plans ("RFQ"); and

WHEREAS, the Contractor has expressed the capability and willingness to perform the Services as described in the RFQ; and

WHEREAS, on September 23, 2008, Resolution No. R-2008-102 was passed and adopted by the City Council, approving the selection of Contractor and further authorizing the City Manager to negotiate and execute an agreement for provision of Services ("Resolution").

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 I - RECITALS**

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

**ARTICLE II - CONTRACT DOCUMENTS**

2.1 The following documents are incorporated into and made a part of this Agreement (collectively referred to as the "Contract Documents"):

- a) The RFQ, including all amendments and/or addendums;
- b) Contractors response to the RFQ ("Qualifications"); and
- c) Any additional documents which are required to be submitted under the RFQ for the provision of Services.

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:

- a) Specific written direction from the City Manager or City Manager's designee.
- b) The Agreement.
- c) The RFQ.
- d) The Qualifications.

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

**ARTICLE III - TERM**

3.1 The Parties agree that the initial term of this Agreement shall be five (5) years commencing on the date specified in the City's Notice to Proceed.

3.2 Following the initial term, the City shall have the option to renew the Agreement for five (5) additional one-year renewal intervals if both Parties agree in writing.

*City of North Miami, Florida  
Professional Services Agreement*

Should the City not desire to renew the Agreement, the City shall give a non-renewal written notice to Contractor within sixty (60) days prior to the expiration of the annual anniversary date of the Agreement. Should the Contractor not desire to continue the Agreement, the Contractor shall give a non-renewal written notice to the City at least ninety (90) days prior to the expiration of the annual anniversary date of the Agreement.

**ARTICLE IV- COMPENSATION**

4.1 Contractor agrees to provide Services at no cost to the City.

**ARTICLE V - SCOPE OF SERVICES**

5.1 Contractor agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in this Agreement and Contract Documents. Contractor shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 Contractor shall furnish all services, work, labor, equipment, and materials necessary in the performance of Services, to the satisfaction of the City. The City shall decide all claims regarding interpretation of the Contract Documents and on all other matters relating to the execution, progress and quality of the work to be performed under this Agreement. In cases of disagreement or ambiguity regarding quality of Services, the City shall decide all questions, difficulties and disputes of whatever nature that may arise under this Agreement.

5.3 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required in the provision of Services, including but not limited to full qualification and good standing to do business in Florida 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 work shall be, at all times during the term hereof, fully qualified and trained to

*City of North Miami, Florida  
Professional Services Agreement*

perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described in the Contract Documents for the budgeted amounts, rates and schedules; 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 Contractor agrees and understands that: (i) any and all subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subcontractors for any of the work related to this Agreement shall be borne solely by Contractor.

**ARTICLE VI - INDEPENDENT CONTRACTOR**

6.1 Contractor and its employees and agents shall be deemed to be independent contractors and not City agents or employees. 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, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement.

**ARTICLE VII - DEFAULT**

7.1 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 fifteen (15) 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. The Contractor shall be liable for damages as provided by Florida law.

*City of North Miami, Florida  
Professional Services Agreement*

7.2 An event of default shall mean a breach of this Agreement and/or Contract Documents by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include, but not be limited to the following:

- a) Contractor has misrepresented information to the City;
- b) Contractor has not performed Services on a timely basis;
- c) Contractor has refused or failed to supply enough properly skilled personnel;
- d) Contractor has failed to make prompt payments to subcontractors or suppliers for any services;
- e) Contractor has failed in any representations made in this Agreement or Contract Documents; or
- f) Contractor has refused or failed to provide Services as specified in this Agreement and/or Contract Documents.

7.3 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to Contractor's ability to perform any portion of Services, 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 will treat such failure as a breach of this Agreement.

**ARTICLE VIII - CITY'S TERMINATION RIGHTS**

8.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, without cause, upon thirty (30) days written notice to Contractor. The City shall not be liable to Contractor for any additional amounts or damages, including but not limited to, anticipated profits, or consequential or incidental damages.

**ARTICLE IX - CONFLICTS OF INTEREST**

9.1 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 contractors or vendors

*City of North Miami, Florida  
Professional Services Agreement*

providing professional insurance services, except as fully disclosed and approved by the City.

**ARTICLE X - OWNERSHIP OF DOCUMENTS**

10.1 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 10 days from the date the Agreement is terminated.

**ARTICLE XI - NOTICE**

11.1 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:            Sapoznik Insurance and Associates, Inc.  
   1100 NE 163 Street, 2<sup>nd</sup> Floor  
   North Miami Beach, FL 33162

To City:                      City of North Miami  
   776 N.E. 125<sup>th</sup> Street  
   North Miami, Florida 33161  
   Attention: City Manager, and Personnel  
   Director

With a copy to:            City of North Miami  
   776 N.E. 125<sup>th</sup> Street  
   North Miami, Florida 33161  
   Attention: City Attorney

**ARTICLE XII - PUBLIC RECORDS**

12.1 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.

**ARTICLE XIII - COMPLIANCE WITH LAWS**

13.1 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.

**ARTICLE XIV - INDEMNIFICATION**

14.1 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 and furnishing Services under this Agreement.

14.2 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 Section 768.28, 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 XV - INSURANCE**

15.1 Prior to executing the Agreement, the Contractor shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the City is a named insured with respect to the required coverage, if any. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then 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.

*City of North Miami, Florida  
Professional Services Agreement*

15.2 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. The City may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Contractor and the insurance carrier.

**ARTICLE XVI - WARRANTIES**

16.1 The Contractor warrants that Services shall comply with the Contract Documents and with the usual thoroughness and competence of the Contractor's profession.

16.2 In the event Contractor fails to perform its duties according to the terms of this Agreement, Contractor shall be liable to the City for all costs incurred in enforcing the terms of this Agreement, including but not limited to attorney's fees.

**ARTICLE XVII - MISCELLANEOUS PROVISIONS**

17.1 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.

17.2 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.

17.3 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties hereto. No modification or amendment shall be valid unless in writing and executed by properly authorized representatives of both Parties.

*City of North Miami, Florida  
Professional Services Agreement*

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

17.5 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.

17.6 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.

17.7 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the execution of the Services for a period of three years.

**ARTICLE XIII - NON-DISCRIMINATION**

18.1 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.

**ARTICLE XIX - COUNTERPARTS**

19.1 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.]*

City of North Miami, Florida  
Professional Services Agreement

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:

SAPOZNIK INSURANCE & ASSOCIATES, INC.,  
a Florida for-profit corporation:  
"Contractor"

By: \_\_\_\_\_

Print Name:

Title:

By: Rachel A. Sapoznik

Print Name: Rachel A. Sapoznik

Title: CEO/President

ATTEST:

CITY OF NORTH MIAMI, a Florida  
municipal Corporation:  
"City"

By: Jacqui Vieira  
Deputy for Frank Wollard  
City Clerk

By: Clarence Patterson  
Clarence Patterson  
City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: V. Lynn Whitfield  
V. Lynn Whitfield  
City Attorney