

**CITY OF NORTH MIAMI  
SECOND OPTION TO RENEW  
PROFESSIONAL SERVICES AGREEMENT**  
(Excess Workers' Compensation Insurance Coverage - RFP No. 51-13-14)

**THIS SECOND OPTION TO RENEW PROFESSIONAL SERVICES AGREEMENT** ("Second Option Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 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 **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 office at 220 S. Ridgewood Avenue, Daytona, FL 32114 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties".

**RECITALS**

**WHEREAS**, on August 4, 2014, the City advertised *Request for Proposal No. 51-13-14 Excess Workers' Compensation Insurance Coverage Services* ("RFP"), to procure workers' compensation insurance coverage for eligible City officials and employees ("Workers' Compensation Coverage") from a qualified, experienced, and licensed insurance provider, as required by Florida law; 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 advantageous to the City in the procurement of Worker's Compensation Coverage; and

**WHEREAS**, on September 23, 2014, the Vice Mayor as acting Mayor and City Council passed and adopted Resolution No. 2014-R-81, approving the selection of Contractor and authorizing the execution of an agreement for the provision of Workers' Compensation Coverage in accordance with the terms, conditions, and specifications contained in the RFP; and

**WHEREAS**, on October 1, 2014, the City Manager executed an agreement with Contractor for the provision of Workers' Compensation Coverage with a policy coverage period commencing October 1, 2014, through October 1, 2015, in accordance with the terms, conditions, and specifications contained in the Contract Documents ("Agreement"); and

**WHEREAS**, pursuant to Section 3.2 of the Agreement, the City reserved the right to renew the Agreement for an additional four (4) successive one-year Term periods, upon the completion of the initial Term; and

**WHEREAS**, the Mayor and City Council have determined that it is in the City's best interest to exercise the second option to renew the Agreement in accordance with the terms and

conditions of the Contract Documents, in order to provide uninterrupted Workers' Compensation Coverage.

**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 second option to renew the Agreement for Worker's Compensation Coverage, for the period commencing October 1, 2016, through October 1, 2017.
2. The Contractor hereby accepts the City's second option to renew the Worker's Compensation Coverage, for the period commencing October 1, 2016, through October 1, 2017.
3. The City shall have remaining two (2) successive one-year options to renew the Agreement in writing.
4. The Contractor agrees to provide Worker's Compensation Coverage in accordance with the terms, conditions and specifications contained in the Contract Documents.
5. The City agrees to pay Contractor the annualized premium amount not to exceed One Hundred Thirty Eight Thousand Three Hundred Thirty Three Dollars (\$138,333.00), including applicable agency service fees.
6. The Parties agree that this Second Option Agreement shall be made part of the Agreement previously executed by the Parties, attached hereto by reference.
7. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the Parties.
8. This Second Option Agreement shall be binding upon the Parties hereto, their successors in interest, heirs, executors, assigns and personal representatives.
9. All other terms of the Agreement, which have not been modified by this Second Option Agreement, shall remain in full force and effect.

*[The remainder of this page is intentionally left blank.]*

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

ATTEST:

Brown & Brown of Florida, Inc., d/b/a T.R. Jones and Company, a Florida for-profit corporation:

Corporate Secretary or Witness:

**"Contractor"**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

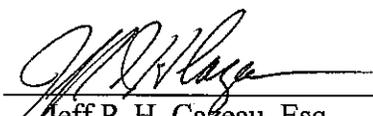
ATTEST:

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

By:   
\_\_\_\_\_  
Michael A. Etienne, Esq.  
City Clerk

By:   
\_\_\_\_\_  
Larry M. Spring  
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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