

**CITY OF NORTH MIAMI
SECOND OPTION TO RENEW
PROFESSIONAL SERVICES AGREEMENT
(Public Official/Employee Insurance Coverage - RFP No. 50-13-14)**

THIS SECOND OPTION TO RENEW PROFESSIONAL SERVICES AGREEMENT ("Second Option Agreement") is made and entered into this 1ST day of October, 2016, by and between the **City of North Miami**, a Florida municipal corporation, located at 776 NE 125th Street, North Miami, FL ("City") and **Risk Management Associates, Inc.**, d/b/a **Public Risk Insurance Agency**, 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. 50-13-14 Public Official/Employment Practices Liability Insurance Coverage Services* ("RFP"), to procure Public Official and Employment Practices Liability Insurance Coverage Services for eligible City officials and employees, from a qualified, experienced, and licensed insurance provider ("Insurance Coverage Services") as required by law; and

WHEREAS, in response to the RFP, Contractor timely submitted its Proposal and was evaluated by City administration as the lowest responsive-responsible proposer whose Proposal, qualifications and references demonstrated to be the most advantageous to the City in the procurement of Insurance Coverage Services; and

WHEREAS, on September 26, 2014, the City Manager executed an agreement with Contractor for the provision of Insurance Coverage Services 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 City Manager has determined that it is in the City's best interest to exercise the second option to renew in accordance with the terms and conditions of the Contract Documents, in order to provide uninterrupted Insurance Coverage Services.

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 Insurance Coverage Services, for the period commencing October 1, 2016, through October 1, 2017.

2. The Contractor hereby accepts the City's second option to renew the Insurance Coverage Services, 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 Insurance Coverage Services 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 Sixty Nine Thousand Six Hundred Forty Four (\$69,644.00), 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:

Risk Management Associates, Inc., d/b/a
Public Risk Insurance Agency, a Florida for-
profit corporation:

Corporate Secretary or Witness:

"Contractor"

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

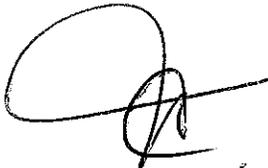
Title: _____

Date: _____

Date: _____

ATTEST:

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

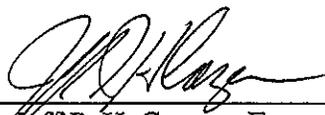
By: 

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