ADDENDUM NO. 1  
JUNE 14, 2018

Solicitation Title: Agent of Record for Employee Benefit Programs

Solicitation No.: RFP 54-17-18  
Due Date: Monday, June 25, 2018 By 3:30 PM

Attention all potential bidders:

☒ MUST Addendum: Read carefully and follow all instructions. Information included in this Addendum will have a material impact on the submittal for this solicitation. All “MUST” addenda are considered a matter of responsiveness. “MUST” addenda must be acknowledged on Form “A-5”. Failure of a Submitter to acknowledge the addenda shall be cause for rejection of the bid.

Note: Please be advised that the opportunity to submit questions and/or requests for clarifications regarding this Solicitation is solely for the purpose of clarifying the scope of services, eligibility criteria, performance requirements and procedural matters related to the selection, award and expectations of the City for this contract.

To all prospective bidders, please note the following changes and clarifications:

1. The minimum qualifications requirements (Page 12, Section 2.4) has changed as follows:

   The Proposer must have experience with public, private and/or non-profit entities in the State of Florida. As a minimum qualification, Proposer must provide references from no less than three (3) contracts with Florida public, private and/or non-profit clients, each with 600 employees or more (see Form A-14) except as otherwise stipulated in this addendum.

Request for Information Questions/Clarification:

Q.1  Is the health plan fully insured or self-funded?
A.1  The City’s health plan is fully-insured.

Q.2  Does the current broker/consultant provide a call center to respond to the City’s needs?  Please share the hours of availability, number of call center agents, hours of availability etc.
A.2  Yes, the current agent provides a call center. Hours of availability are regular business hours from Monday to Friday. Currently, the call center has 3 dedicated agents.
Q.3 Please provide the call center details including telephone number, total staff, hour of service, etc.
A.3 See answer to Q-2 above. The telephone number is (305) 948-8887.

Q.4 What benefit administration platform is currently used?
A.4 PlanSource.

Q.5 Does the City desire to maintain the current technology or transition to a different platform?
A.5 The City is willing to consider either option.

Q.6 What is the satisfaction level of the current platform by staff and employees?
A.6 Moderate.

Q.7 Were surveys completed by either staff or employees to determine the level of satisfaction with the system?
A.7 No.

Q.8 It takes 90 to 120 days to implement a new technology and communications platform. If moving to a new technology platform, is the goal to have it in place by the fall of 2018 or the fall of 2019?
A.8 If moving to a new technology and communication platform, the platform must be in place by November 1, 2018.

Q.9 Please expound on the scope of services item number 18 in the Solicitation. Please explain how the City currently receives wellness dollars from the current broker. [Item 18. Provide the City with the wellness dollars into an account the City can use for wellness activities that fall under eligible expenses at the beginning of plan year]
A.9 The current agent either reimburses the City or provides us with trainers and lecturers.

Q.11 What ACA tracking system is being used currently?
A.11 PlanSource.

Q.12 Does the City desire to maintain that vendor relationship?
A.12 The City is open to maintain vendor relationship.

Q.13 Please confirm that the vision, Short Term Disability, and Long Term Disability are voluntary benefits.
A.13 Yes.

Q.14 Page 14 Item Number 2.7 - INSURANCE Please confirm if the City is willing to accept the Auto Liability based on Auto limits on any one accident or loss?
A.14 The Auto Liability coverage shall be based on a per accident or event loss.
Q.15 Page 14 Item Number 2.7 - INSURANCE Please confirm if the City is willing to accept that our professional liability limits are each wrongful act/annual aggregate and our policy has a $5 million retention.

A.15 Yes.

Q.16 Page 14 Item Number 2.7 - INSURANCE With regards to Waiver of Subrogation. We would request that the waiver of the insurer’s subrogation rights with WC, EL, GL, and AI be removed or if not, will the City allow mutual waivers under the other party’s policies?

A.16 The “Waiver of Subrogation” in favor of the City of North Miami shall remain.

Q.17 Page 14 Item Number 2.7 - INSURANCE Please confirm if the City would allow the Awardee to advise that a canceled, or non-renewed policy would be replaced with no coverage gap and a current COI would be provided and not provide a cancellation notice since coverage will be replaced with no gap.

A.17 The City must be notified in writing either by awardee or carrier of any intended policy changes such as a change in carrier, prior to submittal of the replacement policy showing no gap.

Q.18 Page 14 Item Number 2.7 - Indemnification: Please confirm if the City is willing to accept the indemnification be limited to losses and damages as a result of our negligence and covered under the terms of our general liability policy; any wrongful acts solely in rendering or failing to render professional services and covered under our professional liability policy; or, any claim alleging a security failure, privacy event or wrongful act and covered under our cyber liability policy (misappropriation of trade secret or, infringement of patent are exclusions in our cyber policy).

A.18 Yes, relative to your negligence.

Q.19 How many times, if any, has the City been in an employee benefits RFP protest during the last 5 years?

A.19 None.

Q.20 Does the City currently have a wellness program in place? If so, what programs/services are being offered through the wellness program. Does the City have an established Wellness Committee?

A.20 Yes, a wide variety of wellness programs are currently in place, including a wellness committee.

Q.21 Can you provide the current agreement and annual cost of the incumbent insurance broker?

A.21 Please refer to Attachment “A” for a copy of the current agreement. The annual cost is 4% per carrier.

Q.22 a. Page 18 Item Number 3.1 Scope of Services: Who is currently providing the call center representative and is the City happy with their services?

A.22 a. The current agent is Sapoznik Insurance & Associates LLC.

b. What benefit administration technology platform is the City currently using. Is the City happy with the system? Is the City looking for a new system?

b. The City is currently using PlanSource as our benefits administration technology platform. The City is willing to consider either option on the technology platform.
c. Can you clarify and explain the scope of services item number 17: “Provide City with dedicated agents for any assistance needed”? What is the City looking for?

c. The City is looking to select a dedicated agent who will work with us to ensure that an excellent level of service is provided to our plan members.

d. Who is currently providing the ACA Tracking and 1095 reporting? Is the City happy with these services?

d. PlanSource.

Q.23 What payroll system does the City utilize?
A.23 Eden by Tyler Technology.

Q.24 Are the City’s medical and dental programs fully insured or self-insured? If self-insured, does the current broker provide the required actuarial services or does the City have a separate contract with an independent actuarial firm?
A.24 Fully insured.

Q.25 Please respond to the following regarding PlanSource:

a. Who absorbs the cost of the current PlanSource enrollment platform?
A.25 a. The agent.

b. What is the annual cost of PlanSource?
A.25 b. The agent is responsible for the annual cost of PlanSource.

c. Is plan eligibility currently transferred electronically from PlanSource to the applicable carriers, or do City or Broker staff perform dual data entry into PlanSource and then each carrier portal?
A.25 c. Electronically.

d. Are there any lines of coverage NOT currently administered through PlanSource? If so, which ones?
A.25 d. No.

Q.26 What ACA Tracking and Reporting system is currently utilized by the City? Does the City currently utilize the “tracking” feature to measure employees under the lookback method? Who provides/pays for the current ACA Tracking and Reporting system?
A.26 The City is currently using PlanSource for our ACA Tracking and Reporting. The agent provides and pays for our current ACA Tracking and Reporting system.

Q.27 What are the estimated annual premiums for the City’s medical, dental, life, disability and vision coverage? What are the current commission levels for each line of coverage?
A.27 The current total annual premiums are estimated to be $5,074,100. The current commission level is 4%.

Q.28 The scope of services item number 18 states “provide the City with wellness dollars into and account the City can use…” Please provide the annual amount of wellness dollars provided by the current broker to the City for this purpose for the past three years.
A.28 The total annual amount of wellness dollars provided by the current agent to the City over the past three years is approximately $78,000.
Q.29 Does the City currently utilize any wellness platforms administered by a third party vendor? (i.e. Humana Vitality, Ceridian Lifeworks, etc.)

A.29 The City currently utilize “Real Appeal” and “Rally” as wellness platforms through United Health Care.

Q.30 On page 18, the scope of services item number 5 states that you need the Consultant to assist with the City’s reporting obligations, including but not limited to ACA, Section 125 and COBRA as it relates to the products.

a. Are you looking for assistance with vendor selection?

A.30

b. Are you asking for the Consultant to cover the cost of these services?

b. Yes.

c. Are you looking for the administration of these items?

c. The agent will be expected to collaborate and coordinate with City staff for the administration of these items.

Q.31 On page 18, the scope of services item number 6 states that you need the Consultant to provide comprehensive services for online tools.

a. Specifically, what online tools are you referring to?

A.31

b. Is it financial assistance or just support with tools such as Plan Source?

b. The City anticipates the agent to provide both financial assistance and support.

Q.32 On page 18, under Scope of Services Item Number 8, under election reconciliation can you please advise what that process entails?

a. Is it the City’s intention for the Consultant to handle all ongoing eligibility administration?

A.32 No.

Q.33 On page 18, under Scope of Services Item Number 12, it states that proposer must provide a benefits administration technology platform.

a. We understand this to mean that proposer RFP’s introduces services or does this mean that the proposer also pays for the services?

A.33 The City expects the agent to provide and pay for a benefits administration platform.

Q.34 On page 19, under Scope of Services Item Number 18, it states that proposer must provide wellness dollars into an account the city can use. We would like more clarity on what this entails.

a. Are you asking for the proposer to set up a trust? Or is it an already existing City account that the City utilizes and the carrier deposits the funds?

A.34 The City would prefer that the awarded agent set up a trust for the deposit of wellness dollars.

Q.35 On page 19, under Scope of Services Item Number 19, it states that the proposer must provide a program for tracking and 1095 reporting.

a. Does this mean that proposer is paying for the cost of a third-party administrator to perform this service? Or simply introducing a qualified vendor?
A.35 The City expects the awarded agent to provide and pay for a program for tracking and 1095 reporting.

Q.36 Who is the current Broker/Agent of Record? Are they included in the RFP process?
A.36 The current agent is Sapoznik Insurance & Associates LLC. They can also participate in this Solicitation.

Q.37 How is the current Broker/Agent of Record compensated; i.e. fees, commissions, or a combination of both?
  a. If compensated by commission, what rate of commission is being paid?
    A.37 a. The rate of commission is 4%.
  b. If compensated by fees, what is the fee being paid?
    b. See above.
  c. Are there additional fees paid to the Broker/Agent of Record? If so, please explain.
    c. See above.

Q.38 Is your current Broker/Agent of Record providing the same services as listed in the Scope of Services of this RFP?
A.38 Yes.

Q.39 Please confirm the plan year for all types of insurance.
A.39 Calendar Year

Q.40 Are you currently using any type of web-based or online enrollment system? If so, what system?
A.40 PlanSource.

Q.41 Please describe your current enrollment process and timeframe?
A.41 Our Open Enrollment Event is in October or November every year for benefits going into effect January 1\textsuperscript{st} of the following year. We invite all employees and retirees to attend the event to see the changes, if any, to the benefits plans. Employees and retirees have 30 days to make elections and/or changes. If no change is made in PlanSource their plan rolls over.

Q.42 Please identify the City’s current payroll system?
A.42 Eden by Tyler Technology.

Q.43 Please describe the current carrier billing reconciliation process.
A.43 City reconciles and agent assists with any discrepancies.

Q.44 Where are the current wellness dollars being obtained from, i.e. the broker or the carrier?
A.44 The current wellness dollars are obtained from the carrier via the agent.

Q.45 Please describe the funding arrangement for your active and retiree medical plan currently in place with United Healthcare? Fully-insured, self-funded, partial self-funding?
A.45 Fully-insured.

Q.46 Describe how your employees currently elect their benefits as a new hire or during Open Enrollment? Paper applications or online enrollment platform?
Currently our employees use online enrollment platform.

Describe the top three challenges or opportunities as it relates to your Benefits Program as a whole?

Challenges: keeping insurance rates down, discrepancies with the bill, and direct access to wellness dollars.

Can the minimum qualification be changed to include experience with “public, non-profit or for-profit entities in the State of Florida with 600 or more employees”? If not, how would this impact our eligibility and/or points in the first evaluation criteria?

As stated in the beginning of this addendum, the City is willing to consider and shall allow experience with public, private and/or non-profit entities. See revised Section 2.4.

Section 4.0, Paragraph (E) General Company Information, (7) (d), states that the proposers must submit the following:

Firm’s annual revenue:

i. Disclose annual revenue of firm’s employee benefits operations. Figure should include revenue from only the unit(s) that will be working with the Employer.

ii. Provide the most recent audited statement of your financial condition.

If a proposer does not have an audited financial statement, can they submit an end of year Balance Sheet and Income Statement in lieu of an audited statement and still qualify for the RFP?

No. The language and requirements of Section 4.0, Paragraph (E) General Company Information, (7) (d) shall remain the same with regards to submittal of audited financial statements.

In reference to Section 2.4 of the RFP, will minimum qualifications be considered “satisfied” if a proposer provides one (1) public sector reference within the state of Florida with 3,000+ employees and two (2) public sector references within the state of Florida with less than 600 employees?

The City shall allow for submittal of a public, private and/or non-profit references with over 3,000 employees, along with two (2) other public, private and/or non-profit entities of less than 600 employees. See revised Section 2.4.

In reference to Section 2.4 of the RFP, will minimum qualifications be considered “satisfied” if a proposer provides three (3) private sector references located within the state of Florida with 600+ employees?

Yes. See revised Section 2.4.

RFP Due Date: Would the City consider extending the closing date?

No.

All other terms, conditions, and specifications remain unchanged for this Solicitation.

End of Addendum.
Attachment “A”
CITY OF NORTH MIAMI
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this 13th day of January, 2009 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, 2nd 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.
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
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.
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
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, 2nd Floor
North Miami Beach, FL 33162

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

With a copy to: City of North Miami
776 N.E. 125th 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.
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.
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.]
IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST: SAPOZNIK INSURANCE & ASSOCIATES, INC., a Florida for-profit corporation: “Contractor”

Corporate Secretary: By: Rachel A. Sapoznik

Print Name: Rachel A. Sapoznik

Title: CEO/President

ATTEST:

City of North Miami, Florida
Professional Services Agreement

By: Jacqui Viera

Rept for Frank Wulland
City Clerk

CITY OF NORTH MIAMI, a Florida municipal Corporation: “City”

By: Clarance Patterson
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Lynn Whitfield
City Attorney