

FIRST AMENDMENT TO AGREEMENT FOR AGENT OF RECORD/INSURANCE CONSULTING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR AGENT OF RECORD/INSURANCE CONSULTING SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **RISK MANAGEMENT ASSOCIATES, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-2445801) ("Agent," "Agent of Record" or "AOR").

WHEREAS, on October 4, 2022, City and AOR entered into an Agreement for Agent of Record/Insurance Consulting Services (the "Original Agreement") for a term beginning October 1, 2022 and ending December 31, 2025; and

WHEREAS, City and AOR now desire to renew the Original Agreement for the sole available three-year renewal term.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and AOR agree as follows:

1. **RECITALS.** City and AOR hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and AOR is hereby incorporated by reference as if set forth herein its entirety and remains in full force and effect except for those terms and conditions expressly amended by this Third Amendment.
3. **RENEWAL TERM.** The Original Agreement is hereby renewed for a three (3) year term commencing **JANUARY 1, 2026**, and ending **DECEMBER 31, 2028**.
4. **COMPENSATION.** City shall pay AOR a price not to exceed **TWO HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS (\$270,000)** (the "Contract Sum") over the Renewal Term as full and complete compensation for the timely and satisfactory provision of services in accordance with the Contract Documents. **The Contract Sum shall be payable to AOR in equal quarterly installments of TWENTY-TWO THOUSAND, FIVE HUNDRED AND NO/100 DOLLARS (\$22,500).** The pricing under this Agreement may only be adjusted by written amendment executed by both parties.
5. **AMENDMENT TO PARAGRAPH 4.C.** The language in Paragraph 4.C. of the Original Agreement is hereby deleted in its entirety and replaced with the following language:

Invoice Submission. AOR shall submit invoices to City for services rendered on a quarterly basis, and said invoices shall include the City Contract Number, and assigned Invoice Number, and an Invoice Date. Original invoices shall be submitted through the responsible City Project Manager at: **City of Ocala Department Human Resources and Risk Management**, Attn: **Todd Swanson**, 110 SE Watula Avenue, 3rd Floor, Ocala, Florida 34471, E-Mail: tswanson@ocalafl.gov, Telephone: 352-629-8359.

6. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to AOR:

Risk Management Associates, Inc.
Attention: Matt Montgomery
300 North Beach Street
Daytona Beach, Florida 32114
Phone: 386-239-7245
E-mail: matt.montgomery@bbrown.com

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.gov

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.gov

7. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
8. **ELECTRONIC SIGNATURE(S).** AOR, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
9. **LEGAL AUTHORITY.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]



IN WITNESS WHEREOF, the parties have executed this First Amendment on _____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

By: _____
(Printed Name)

City Council President

Approved as to form and legality:

RISK MANAGEMENT ASSOCIATES, INC.

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title)