

**FIRST AMENDMENT TO  
AGREEMENT FOR ADMINISTRATIVE SERVICES**

**THIS FIRST AMENDMENT TO AGREEMENT FOR ADMINISTRATIVE SERVICES** is entered into this 18 day of JUNE, 2015, by and between **THE CITY OF KEY WEST**, a municipal corporation (hereinafter referred to as "Client"), whose address for purposes of notice is P.O. Box 1409, Key West, FL 33041, and **EMPLOYERS MUTUAL, INC.**, a Florida corporation, (hereinafter referred to as "Administrator"), whose address for purposes of notice is 700 Central Parkway, Stuart, FL 34994.

**WITNESSETH:**

**WHEREAS**, Client and Administrator entered into that certain Agreement for Administrative Services (hereinafter referred to as the "Agreement") on the 26<sup>th</sup> day of March, 2010; and

**WHEREAS**, the initial term of the Agreement expired on the 30<sup>th</sup> day of September, 2010; and

**WHEREAS**, the Agreement provides for four renewal periods of one year each, subject to certain conditions; and

**WHEREAS**, Client exercised its option to renew the Agreement for each of the four renewal periods; and

**WHEREAS**, at the conclusion of the fourth said renewal period, Client and Administrator agreed to extend the Agreement for an additional one-year period pursuant to Resolution No. 14-085, adopted by the City Commission of the City on Key West on March 18, 2014; and

**WHEREAS**, the one-year extension approved pursuant to Resolution No. 14-085 expires on September 30, 2015 and

**WHEREAS**, the parties desire to extend the term of the Agreement subject to conditions.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. The foregoing recitations of fact are true and correct and incorporated herein by this reference.

2. Paragraph V of the Agreement, styled "Administrator Fees and Agreement Period", is deleted in its entirety and replaced with the following:

"Agreement Period – The duration of this Agreement shall be one (1) year commencing on October 1, 2009, with an option, at the sole discretion of the Client, to renew the Agreement on an annual basis for up to ten (10) years.

Client shall pay Administrator a fee as outlined in Exhibit C. The amount will be paid in monthly installment payments due at the beginning of each month. In the event Client exercises its option to renew as outlined herein, there shall be no increase in the said fees.

If the Client, for any reason whatsoever, fails to make a required fee payment or necessary contribution for claim payment as requested by Administrator on a timely basis, Administrator may suspend the performance of its services to the Client until such time as the Client makes the proper remittance.

3. The document identified as Exhibit "C" in Paragraph V of the Agreement, consisting of the fees to be paid by Client to Administrator, is deleted in its entirety and replaced with Exhibit "C1", which is attached hereto and incorporated by reference.

4. This First Amendment may be executed in counterparts. Except as expressly modified by this First Amendment, all terms and conditions of the Agreement shall remain in full force and effect, and binding upon the parties in accordance with its terms. In the event of any conflict between the terms of the Agreement and the terms of this First Amendment, the terms of this First Amendment shall control. Client further represents and warrants it is not in default of any of the conditions or covenants of the Agreement.

<sup>18</sup> IN WITNESS WHEREOF, the parties have caused this Amendment to be executed this 18 day of JUNE, 2015.

[SIGNATURE PAGES FOLLOW]



ATTEST:

By: Cheryl Smith  
Cheryl Smith, City Clerk

THE CITY OF KEY WEST, a Municipal Corporation

By: Jim Scholl  
Jim Scholl, City Manager

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 18 day of JUNE, 2015, by Jim Scholl, as City Manager of The City of Key West, a municipal corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

(Notary Seal)



Portia Y. Navarro  
Notary Public, State of Florida  
Print Name: PORTIA Y. NAVARRO

My Commission Expires: 5/13/2018

**EMPLOYERS MUTUAL, INC.**

By: Joseph L. Tatum, Jr.  
Joseph L. Tatum, Jr., President

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by Joseph L. Tatum, Jr., as President of Employers Mutual, Inc., a Florida corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

(Notary Seal)

\_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

On June 11, 2015 before me, Eva English  
(insert name and title of the officer)

personally appeared Joseph Lamar Tatum  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Eva English (Seal)



## **EXHIBIT C1**

### **Property and Casualty**

#### **General Liability**

Bodily injury	742.63
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Property damage	742.63
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#### **Automobile Liability**

Bodily injury	689.59
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Property damage	689.59
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<b>Public Officials Liability</b>	742.63
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<b>Police Professional Liability</b>	742.63
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### **Workers' Compensation**

Medical	159.14
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Indemnity	1,007.86
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Transition (med. to indemnity)	848.72
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