

**CITY OF NORTH MIAMI
FIRST OPTION TO RENEW
AND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

THIS FIRST OPTION TO RENEW AND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“First Option Agreement”) is made and entered into on _____, by and between the **City of North Miami**, a Florida municipal corporation, located at 776 NE 125th Street, North Miami, FL (“City”) and **Davies Claims North America, Inc.**, a Florida profit corporation registered and authorized to do business under the laws of the State of Florida, having its principal office at 6015 Resource Lane, Lakewood Ranch, FL 34202 (referred to herein as “Consultant”). The City and Consultant shall collectively be referred to as the “Parties”.

RECITALS

WHEREAS, on April 2, 2021, the City entered into a professional services agreement (“Agreement”) with Johns Eastern Company, Inc.; and

WHEREAS, on February 19, 2024, Johns Eastern Company, Inc. changed its corporate name to Davies Claims North America, Inc.; and

WHEREAS, pursuant to Section 3.2 of the Agreement, the City has two (2) options to renew the Agreement for an additional one (1) year Term period, upon completion of the initial Term; and

WHEREAS, the Consultant has provided a proposal for renewal of coverage under the first option at an amount not exceeding Fifty-Six Thousand Six Hundred Fifty Dollars (\$56,650.00); and

WHEREAS, the Mayor and City Council have adopted Resolution No. 2024-R-49 approving the City’s renewal of coverage with Consultant; and

WHEREAS, City Administration has determined that it is in the City’s best interest to exercise an option to renew the Agreement and amend the terms of the agreement, in order to continue providing Workers’ Compensation Third Party Administrator services; and

WHEREAS, the City wishes to exercise its first option to renew the Agreement and to amend the agreement to reflect the name change as set forth herein.

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 option to renew the Agreement for the period commencing March 14, 2024, through March 13, 2025.

2. The Consultant hereby accepts the City's option to renew the Agreement for the period commencing March 14, 2024, through March 13, 2025.
3. The Parties agree that this Option and Amendment to Agreement shall be made part of the Agreement previously executed by the Parties, attached hereto as Exhibit "A".
4. Wherever in the Professional Services Agreement the term Johns Eastern Company, Inc. appears, such term shall be replaced with Davies Claims North America, Inc.
5. All other terms and conditions of the Agreement (attached hereto as "Exhibit A") remain in full force and effect.
6. The Consultant agrees to provide Services in accordance with the amended terms, conditions and specifications contained in the Contract Documents.
7. All other terms and conditions of the Agreement 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:

Davies Claims North America, Inc., a Florida profit corporation:

Corporate Secretary or Witness:

“Consultant”

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

City of North Miami, a Florida municipal Corporation: **“City”**

By: _____

Vanessa Joseph, Esq.
City Clerk

By: _____

Rasha Cameau, MBA, FRA-RP
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____

Jeff P. H. Cazeau
City Attorney