

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this _____ day of _____, 2020, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as “SBBC”),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

JOHNS EASTERN COMPANY, INC.

(hereinafter referred to as “VENDOR”),
having its principal place of business at
6015 Resource Lane
Lakewood Ranch, Florida 34202

WHEREAS, SBBC and VENDOR entered into an Agreement dated June 13, 2017 with an expiration date of June 30, 2020 (hereafter “Agreement”) under RFP 18-005V – Third Party Administrative Services for Casualty Lines Claims (hereinafter referred to as “RFP”) for the purpose of providing third party administrative services for casualty lines claims; and

WHEREAS, VENDOR offered a proposal dated March 24, 2017 (hereinafter referred to as “Proposal”) which is incorporated by reference herein, in response to the RFP; and

WHEREAS, section 2.01 of the Agreement permits two (2) additional one (1) year renewal periods and an additional extension for up to 180 days beyond the expiration date of the renewal period of the Agreement; and

WHEREAS, SBBC wishes to exercise the first one (1) year renewal option of the Agreement; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement through this First Amendment to Agreement (hereafter “First Amendment”).

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.01 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Term of Agreement.** Pursuant to Section 2.01 of the Agreement, the term of the Agreement is hereby extended from **July 1, 2020** through **June 30, 2021**, unless terminated earlier pursuant to Section 3.05 of the Agreement.

1.03 **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- First: This First Amendment to Agreement; then;
- Second: Agreement, then;
- Third: Addendum No. 2, then;
- Fourth: Addendum No. 1, then;
- Fifth: RFP 18-005V – Third Party Administrative Services for Casualty Lines Claims, then;
- Sixth: Proposal submitted in response to the RFP by VENDOR.

1.04 **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

The following provision shall replace the respective provision in the Agreement, by interlineation, as follows:

2.04 **Cost of Services.**

(a) SBBC shall pay VENDOR for cost of services satisfactorily rendered for third party administrative services for casualty lines claims based on the fee structure below:

- Year 2017-2018 – Flat Fee of \$955,000
 - Year 2018-2019 – Flat Fee of \$955,000
 - Year 2019-2020 – Flat Fee of \$955,000
 - Year 2020-2021 - Flat Fee of \$926,350*
- *Three (3) percent reduction in price.*

(b) **Services include for each year:** Automobile Bodily Injury, Automobile Property Damage, Automobile Physical Damage, General Liability/Public Official Damage/E&O/EPLI Bodily Injury, General Liability/Public Official Damage/E&O/EPLI Property Damage and Report Only. Also included in the fees are RMIS, special reports, statistical projects, quarterly meetings, stewardships, on-site training, dedicated staffing unit (four adjusters, supervisor and admin.)

(c) Costs shall not exceed the amount as stated on the Purchase Order. VENDOR may offer SBBC a special educational discount for pricing and reduce the cost of services during the term of the Agreement. VENDOR may invoice SBBC at an hourly rate less than their original proposal price.

1.05 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.06 **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement 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 to Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement on the date first above written.

FOR SBBC:

(Corporate Seal)

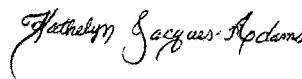
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@gbrowardschools.com
Reason: Johns Eastern Company, Inc. - First Amendment
Date: 2020.02.04 14:44:44 -05'00'

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]



(Corporate Seal)
ATTEST:

FOR VENDOR:

JOHNS EASTERN COMPANY, INC.

By Beverly Adkins
Signature

Printed Name: Beverly Adkins

Title: Executive Vice President

_____, Secretary

-or-

Hunter Brown
Witness

Dwanda Harris
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this February 3, 2020 (date) by Beverly Adkins (name of officer or agent, title of officer or agent) of Johns Eastern Company Inc. (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification and who did/ did not first take an oath this _____ day of _____, 2020.

My Commission Expires: 9/26/20

(SEAL)



Rose Rome
Signature – Notary Public

Rose Rome
Printed Name of Notary

GG019904
Notary's Commission No.