

CLAIM ADMINISTRATION SERVICE AGREEMENT
NCC-JA-26-38

This Claim Administration Service Agreement NCC-JA-26-38 (hereafter "Service Agreement") is entered into as of this ___ day of _____, 2026, by and between **Town of Davie** (hereafter "Client") and Preferred Governmental Claims Solutions, Inc. (hereafter "Administrator.")

WHEREAS, Client desires that Administrator provide certain claims management services as set forth in this Service Agreement, and

WHEREAS, Administrator agrees to perform such services under certain terms and conditions,

NOW THEREFORE, in consideration of the foregoing, the mutual promises set forth in this Service Agreement, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, the parties hereby agree as follows:

1. Term, Duties and Fees:

- A. This Service Agreement commences on 9/18/2026 and shall expire on 9/17/2029. This Agreement may be renewed for an additional two year renewal, up to two times, by both parties. The renewal must be in writing.
- B. Administrator will commence handling new claims effective 9/18/2026. Administrator will invoice the Client monthly for the claims administration expenses ("Claims Fee"). Client will compensate Administrator for the Claims Fee as outlined in Exhibit A.
- C. The Claims Service Fee will be paid to Administrator within thirty (30) days from the end of the month in which the fee was billed.
- D. The payment due date for a local governmental entity for the purchase of goods or services other than construction services is 45 days after the date. All payments, other than payments for construction services, due from a local governmental entity and not made within the time specified by this section bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance.
- E. Extraordinary Projects/Costs: Projects and/or duties assigned by Client, and/or Regulators outside the normal scope of work covered by this Service Agreement, and mutually agreed upon by the parties in writing, will be reimbursed to the Administrator at the actual cost incurred by Administrator.

2. Duties of the Administrator

- A. Administrator shall handle claim intake, claim investigation, claim settlement and data management.
- B. Administrator will abide by the most current version of the mutually agreed upon on claim handling instructions. Administrator will be given a reasonable time frame to implement any changes to the claim handling instructions.
- C. Unless otherwise specified, Administrator shall provide the following claims management services to the Client:
 - 1. Maintain a separate file, solely owned by the Client, on each claim with appropriate documentation and within an electronic information management system, to track activities, file notes and to manage all reserve and payment activity.
 - 2. Timely investigate each and make a decision regarding compensability in accordance with all statutory laws, rules and regulations.
 - 3. Evaluate, analyze, and post all financial reserves on all open claims in accordance with all statutory laws, rules and regulations in a timely manner.

4. Coordinate, direct and manage litigation activity.
5. Coordinate all outside field assignments and investigations, based on need, cost-effectiveness and return on expense/cost.
6. Provide cost containment services and other cost control measures if necessary.
7. Coordinate and handle all subrogation activity and provide appropriate reports to Client on a monthly basis.
8. Allow Client or their designated representative real time access to the claim files being handled by Administrator on behalf of Client during the term of this Service Agreement for the purpose of claims oversight and audit. Administrator will cooperate and assist in all audits of the program (internal or external) whenever and wherever Client requests as necessary, appropriate and within reasonable standards.

D. Administrator will maintain at their sole cost and expense, for the term of this Agreement, a policy of errors and omissions insurance and crime policy of not less than \$5,000,000 per occurrence. Administrator shall provide Client with a copy of such certificate of insurance prior to the Effective Date of this Agreement and at each subsequent renewal of such insurance, and Administrator shall promptly notify Client in writing of the suspension, cancellation, termination, modification, nonrenewal or lapse of such coverage or a material change in coverage thereunder.

3. Duties of the Client

A. The Client agrees to:

1. Be solely responsible for funding and maintaining adequate funds in the designated bank account. Client agrees to replenish the account to cover loss payments and expense costs prior to all funding needs.
2. Honor the payment of all covered claims, service fees and Allocated Loss Adjustment Expenses (“ALAE”) as defined in Exhibit B, and which shall be issued by the Administrator out of the underlying claim file.
3. Provide up-to-date information on any changes in excess insurance, limits of coverage, self-insured retention, or any changes that may affect its capacity to fulfill financial obligations to the Administrator or as required to the public. (This includes up-to-date status of any regulatory actions, formal, or informal, pending against Client.)
4. Cooperate reasonably in the disposition of the claims, including but not limited to, providing Administrator with adequate settlement authority.

4. Claims Funding

- A. Administrator shall establish a bank account (“Bank Account”) which shall be funded by the Client for the purpose of making payments on claims files. It is the responsibility of the Client to have sufficient funding available in the account to allow Administrator to be able to make indemnity and ALAE payments in a timely manner and as required by law.
- B. The Bank Account will have a Positive Pay feature with daily electronic transmission of data from Administrator to the bank.
- C. The Bank Account will be exclusive to the Client and funds will not be comingled with funds of any other client.
- D. Administrator will perform monthly bank reconciliations and supply same to the Client on a timely basis.

- E. The Client acknowledges that at no time will Administrator be obligated to make any claims payments out of its own funds.
- F. The Administrator shall issue all required 1099s as necessary and ensure that escheatment requirements are in compliance at all times.

5. General Conditions

- A. The materials or information furnished by the Client or the Administrator may contain proprietary or confidential information (collectively "Confidential Information"). The Client and the Administrator agree not to directly or indirectly use or disclose such Confidential Information to any other parties without express written permission, except to the extent such information is necessarily disclosed to third parties hired by Client or Administrator in connection with performance of the Services under this Service Agreement, including, for example, investigators, attorneys and forensic experts or as required by state law or by a court of competent jurisdiction. The Client and the Administrator shall use the same care and discretion to protect the Confidential Information as they use to protect their own Confidential Information, but not less than a commercially reasonable standard of care. The Client and the Administrator shall use the Confidential Information and shall restrict disclosure of the Confidential Information only to those employees, agents and vendors of or hired by the Client and the Administrator who have a need to know the particular Confidential Information disclosed and only for purposes strictly limited to the performance under this Service Agreement.
- B. The Administrator is to take all reasonable steps necessary to safeguard the Client's claims files, policies, forms, manuals, equipment, or anything else furnished by the Client, as it will remain proprietary property of the Client. Administrator must return these materials to Client immediately upon demand. The materials may contain confidential and/or proprietary information. While in possession of Client property, Administrator must handle the property with care and confidentiality, in a commercially reasonable standard, and Administrator agrees not to disclose such proprietary or confidential information without the written permission of the Client except as expressly authorized by this Service Agreement.
- C. The Administrator is to immediately notify Client of all contacts and correspondence received from regulatory or other governmental authorities relating to the Client's business which is the subject of this Service Agreement, to forward immediately upon receipt all summonses, complaints, subpoenas, correspondence, or other court documents relating to the activities which are the subject of this Service Agreement, and to cooperate fully with Client in making any responses. Administrator has no authority to represent Client in regulatory matters and shall not respond to any governmental action except as Client may direct in writing or as required by law.
- D. Administrator warrants and represents that the transactions contemplated hereby:
 - 1. Are within the corporate powers of the Administrator and have been duly authorized by all necessary corporate action of the Administrator; and Administrator is duly authorized to execute this Service Agreement on behalf of, and to bind, all entities identified as Administrator in this Service Agreement.
 - 1. Constitute the legal, valid and binding obligations of the Administrator, enforceable against it in accordance with the terms of the Service Agreement.
 - 2. Do not and will not conflict with, result in a breach in any of the provisions of, or constitute a default under the provisions of any law, regulation, licensing requirement, charter provision, by-law or other instrument applicable to the Administrator or its employees or to which the Administrator is a party or may be bound.
- E. All records, original files (open and closed), electronic file copy of the claims data information and materials provided to Administrator from the Client resulting from the Business of this Service Agreement are the sole property of the Client. The Administrator shall immediately deliver to the Client, at Client's sole expense, all such

Records and data storage systems containing the information set forth in the Records, in a format usable by the Client, upon termination of this Service Agreement or if requested at any time by Client at Client's sole discretion.

6. Commencement and Termination

A. Basis for Termination.

1. This Service Agreement may be terminated at any time upon the mutual written agreement of the Client and the Administrator.
2. This Service Agreement may be terminated by either the Client or Administrator without cause, by giving to the other, in writing, notice of their intention to cancel this Service Agreement one hundred twenty days (120) days prior to the actual date services will cease.
3. This Service Agreement may be terminated immediately by either the Administrator or the Client with written notice at any time for
 - a. Act of Bankruptcy, Dissolution, or Conservancy. If the other party files proceedings in bankruptcy, or becomes insolvent, is taken into conservancy, or assigns all or part of its assets for the benefit of creditors upon or after the filing of a petition for bankruptcy, whether voluntary or involuntary.
 - b. Misconduct. In the event of fraud, abandonment, gross or willful misconduct, material breach of contract, insolvency, or lack of legal capacity to act, on the part of either party.
 - c. Funds. If Administrator or Client has failed to pay any funds owing to the other party, provided the party seeking to terminate this Service Agreement has given the other party thirty (30) days prior written notice of the nature of the claimed breach and its intent to terminate if the material breach is not cured within the thirty (30) day period.

B. Business After Termination

1. Upon termination of this Service Agreement, Administrator shall continue to handle all claims in Administrator's inventory as of the date of termination and for which the Client has compensated, or agrees to compensate, Administrator in accordance with the terms of this Service Agreement, whether open, re-opened, or closed without final and complete disposition.
 - a. With regard to closed files with final and complete disposition, Administrator shall return all records, original files, electronic file copy of the claims data information, and materials provided to Administrator from the Client within thirty (30) days of the effective date of the termination. The Client shall be responsible for all costs associated with the return of such records.
2. After termination of this Service Agreement, Client reserves the right, at its sole discretion, to modify Administrator's continued responsibilities, as described in Section 1 above, according to one of the following courses of action:
 - a. Immediate Control. Client shall take immediate and complete control of all aspects of the Business. Within thirty (30) days of the effective date of the termination, Administrator shall return all records, original files, electronic file copy of the claims data information, and materials provided to Administrator from the Client at the sole cost of the Client for the reasonable and necessary costs of doing so upon demand.

- b. Transitional Control. Client shall take complete control of all aspects of the Business and Administrator shall return all records, original files, electronic file copy of the claims data information, and materials provided to Administrator from the Client.
3. The Administrator will employ reasonable measures necessary to preserve and protect Client's records, original files (open and closed), electronic file copy of the claims data information, and materials provided to Administrator from the Client, and cooperate in the orderly transition to Client or their designees, holding all sensitive material as privileged and confidential for the Client's interest.
4. Client shall be responsible for payment of all fees incurred by Administrator, and all ALAE payments incurred, up to and including the date of termination, as well as any fees earned and ALAE incurred subsequent to date of termination in the event Administrator continues to provide services necessary to comply with applicable laws and regulations. Nothing in this section is intended to limit any other remedy which may be available to either party
5. In the event Client terminates this Service Agreement and requests that Administrator convert any data into a format compatible with another computer system, Client agrees to reimburse Administrator for the reasonable and necessary costs of doing so.
6. Upon termination of this Service Agreement for any reason other than default or material breach, and, if no open Claims remain, Administrator will provide a final accounting of any amounts due either Party. If no other provision is made specifically herein for Claims handling subsequent to the termination date, Claims service fees will be allocated on a pro-rata basis on the actual period of time services are provided prior to termination.

7. **Contract Terms**

A. Applicable Law.

The rights of the parties to this Service Agreement shall be interpreted and construed in accordance with the law(s) of the State of Florida.

B. Strict Compliance.

The failure of the Client or Administrator to insist on strict compliance with this Service Agreement, or to exercise any right or remedy shall not constitute a waiver of any rights provided under this Service Agreement, or stop the parties from thereafter demanding full and complete compliance, or prevent the parties from exercising such a remedy in the future.

C. Exemption from Liability.

Administrator shall not be liable for allowance or disallowance of claims due to inaccurate information in the records supplied by claimants, Client or their agents. Administrator shall not be liable for damages resulting from Client's instructions with respect to how a claim should be handled by Administrator. Administrator is responsible for documenting such instructions at the time instruction is given to ensure mutual understanding between Administrator and Client as to the instructions, their meaning and the Administrator's agreement or disagreement with such instructions.

D. Indemnification.

1. Administrator shall defend, indemnify and hold harmless Client and its successors, employees, agents and affiliates for all claims, demands, losses, costs, expenses, obligations, attorney's fees, court costs, interest, fines, penalties and damages resulting from Administrator's acts of gross negligence or willful misconduct or breach of this Service Agreement. Notwithstanding any provision contained herein, nothing in this Agreement shall make or be construed to make Administrator liable for any claim, debt, loss, liability, demand, obligation, cost, expense, action or cause

of action, judgment for damages or any amount due to or claimed by any person that Client is contractually obligated to pay nor for the defense of a suit or claim which is based on any dispute as to the contractual amount owed or paid to any person under a contractual obligation of the Client (“Contractual Claims”), nor for any act or omission which, if done by an employee of Client, would not be the legal responsibility or liability of Administrator or Client under the application of law. If Administrator or its Adjustor(s) is named as a party in a claim or suit involving a Contractual Claim against Client, Client shall indemnify and hold harmless Administrator and its Adjuster(s) including but not limited to, arranging for counsel appointed by the Client to represent the Client to also represent Administrator and its Adjuster(s) as the Client’s expense.

2. Client shall defend, indemnify and hold harmless Administrator and its successors, employees, agents and affiliates for all claims, demands, losses, costs, expenses, obligations, attorney’s fees, court costs, interest, fines, penalties and damages arising out of any work completed by any other entity prior to, or subsequent to Administrator’s assumption of the Claims.
3. Client shall defend, indemnify and hold harmless Administrator and its successors, employees, agents and affiliates for all claims, demands, losses, costs, expenses, obligations, attorney’s fees, court costs, interest, fines, penalties and damages resulting from Client’s acts of gross negligence or willful misconduct or breach of this Service Agreement.

This Section 7.D shall survive termination or expiration of this Agreement.

E. Conflict with Law.

If any provision of this Service Agreement should be declared invalid by a court of general jurisdiction and superseded by specific law or regulation, such law or regulation shall control to the extent of such conflict without affecting the remaining provisions of this Service Agreement. However, if the Client believes that the voiding of any provision hereof materially affects the whole Service Agreement or the relationship of the parties under this Service Agreement, the Client by notice may terminate this Service Agreement by giving thirty (30) days’ notice to the Administrator.

F. No Assignment.

Neither this Service Agreement, nor any rights or obligations under this Service Agreement may be assigned or delegated, in whole or in part, by the Administrator without the prior written consent of the Client except as expressly provided in this Service Agreement.

G. Notices and Service of Process.

Any notices given with regard to this Service Agreement (other than the Client’s notices or invoices with respect to amounts due hereunder) shall be sent to the following addresses by U.S. mail or any other means calculated to provide notice:

1. To Client:

Town of Davie
8800 SW 36th Street
Davie, FL 33328
Jose Lugo
jlugo@davie-fl.gov

2. To Administrator:

Preferred Governmental Solutions, Inc.
2301 Maitland Center Parkway
Suite 450
Maitland, FL 32751

Viviane Ruiz, President of WC, Casualty & Managed Care
viviane.ruiz@us.davies-group.com

With a copy to: LegalNotices@us.davies-group.com

H. Jurisdiction

The parties hereby consent to the exclusive jurisdiction of the United States District Court or state court in Florida regarding any disputes relating to or arising out of this Service Agreement.

I. Severability.

If any provision hereof is or shall at any time be deemed invalid and unenforceable then, to the fullest extent permitted by law, the other provisions hereof shall remain in full force and effect and shall be liberally construed in favor of the Client in order to carry out the intentions of the parties hereto as nearly, as may be possible.

J. Entire Service Agreement; Modifications.

This Service Agreement constitutes the entire Service Agreement of the parties with respect to the subject matter herein and supersedes any other previous Service Agreements or quotations, whether written or oral, between the Client and the Administrator, unless specifically referred to within this Service Agreement. Except where otherwise provided by the terms of this Service Agreement, this Service Agreement may not be released, discharged, amended or modified except in writing and signed by both parties.

K. Negotiated Service Agreement.

This Service Agreement has been negotiated by the parties and the fact that the initial and final draft shall have been prepared by Administrator shall not be used in any forum in the construction or interpretation of this Service Agreement or any of its provisions.

L. Headings.

The headings preceding the text of the articles and paragraphs of this Service Agreement are intended and inserted solely for the convenience of reference and shall not affect the meaning, construction or effect of this Service Agreement.

M. Independent Contractor.

This Service Agreement is not a contract of employment and nothing contained in this Service Agreement shall be construed to create the relationship of joint venture, partnership, or employer and employee between Client and Administrator.

N. Counterparts.

This Service Agreement may be executed in duplicate counterparts and via facsimile with an original signature to follow promptly via U.S. Mail, each of which shall be deemed an original but both of which when taken together shall be deemed one and the same document.

O. Survival.

Some sections of this Service Agreement shall survive termination as set forth in the relevant sections of the Service Agreement.


8. Required Government Terms and Conditions

Both Parties Agree to incorporate Exhibit "C", titled "Required Government Terms and Conditions" which is made part of this contract. Any conflict in language between Exhibit "C" and language in the body of this Agreement, the language in Exhibit "C" shall prevail.

IN WITNESS WHEREOF, the parties have caused this Service Agreement to be executed on their behalf by the undersigned duly authorized persons.

Preferred Governmental Solutions, Inc.

Town of Davie

By: 

Viviane Ruiz
President of WC, Casualty & Managed Care

By: _____
Name: Judy Paul
Title: Mayor
Date: _____

Date: 4-2-2026

Exhibit A

Pricing Schedule

Annual Flat fee	Annual	Monthly
WC	\$57,200	\$4,766.67
Liability	\$64,000	\$5,333.33

Other Fees	
Other Services – charged to the file is utilized “ALAE”	
Subrogation	<i>15% of Recovery</i>
Investigation / SIU	<i>\$114 per hour</i>
Medical Bill Review & Liability Bill Review	<i>\$7.00 per bill and 25% savings</i>
Telephonic Nurse Case Management	<i>\$90.00 per hour</i>
Field Case Management	<i>Market Rate</i>
Catastrophic Case Management	<i>\$125.00 per hour</i>
RTW Coordination	<i>\$95.00 per hour</i>

A CPI increase may be applied each year but such price increases shall not exceed the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the Town at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. The Town may, after examination, refuse to accept the adjusted costs if they are not properly documented. In the event the Town does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the Town, the contract can be cancelled by the Town upon giving thirty (30) days written notice to the Contractor.

Exhibit B

ALAE DEFINITIONS

“Allocated Loss Adjustment Expense” (ALAE) means the expenses directly allocated to a particular claim, including:

Allocated Loss Adjustment Expenses:

1. Fees of attorneys for claims in suit and for representation at hearings or pretrial conferences;
2. Fees of court reporters & court costs/fees
3. ISO Fees;
4. Interest paid as a result of litigation;
5. Fees for service of process;
6. Costs of undercover operative and detective services;
7. Costs for employing experts for the preparation of maps, professional photographs, accounting, chemical or physical analysis, diagrams;
8. Costs for employing experts for the advice, opinions or testimony concerning claims under investigation or in litigation or for which a declaratory judgment is sought;
9. Costs for independent medical examination and/or evaluation for rehabilitation and/or to determine the extent of Policyholder’s liability;
10. Costs of legal transcripts of testimony taken at coroner's inquests, criminal or civil proceedings;
11. Costs for copies of any public records and/or medical records;
12. Costs of depositions and court reported and/or recorded statements;
13. Cost of Recovery (subrogation, deductibles, contribution, 2nd injury fund, and salvage);
14. Costs of engineers, handwriting experts and/or any other type of expert used in the preparation of litigation and/or used on a one-time basis to resolve disputes;
15. Fees and costs for attendance at trials or hearings;
16. Witness fees and travel expenses;
17. Costs of photographers and photocopy services;
18. Costs of appraisal fees and expenses;
19. Vocational Rehabilitation, Medical Case Management & Utilization Review.
20. Computerized Medical Bill Review services;
21. Cost of Preferred Provider Organization fees or other similar cost containment programs;
22. Electronic Index Bureau filing Fees;
23. Medicare Evaluations, Trusts, and Reporting Fees;
24. Out of pocket expenses incurred in connection with an individual claim or required meeting;
25. Bank Fees not caused by Service Provider Error such as escheatment, stop pays, etc. and

EXHIBIT C
REQUIRED GOVERNMENT TERMS AND CONDITIONS

**Addendum to Contract between Town of Davie and
Preferred Governmental Claims Solutions, Inc. (PGCS) Hereinafter Referred to
Contract No. NCC-JA-26-38**

Required Government Terms and Conditions

Town: As used in the Contract, "Town" shall mean the Town of Davie, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents and volunteers.

Non-Appropriation. Notwithstanding any other term or provision of this Contract, the continuation of this Contract beyond a single fiscal year of the Town is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes. Termination by the Town due to non-appropriation shall be without a termination charge by Contractor.

CRA Funding. If the solicitation is fully or partially funded by the Davie Community Redevelopment Agency (CRA), all terms, conditions, and special provisions that reference the Town of Davie shall equally apply to the CRA. In such cases, any mention of the 'Town Council' shall also be understood as the 'CRA Board,' and any reference to the 'Town Administrator' shall likewise refer to the 'CRA Executive Director.'

Subcontractors. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of this Contract for the benefit of the Town.

Indemnification. The Contractor shall indemnify, defend and hold harmless the Town, its boards, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents and volunteers and the State of Florida from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional acts or omissions of the Contractor or its Subcontractors, agents, employees, or any persons employed or utilized by the Contractor in the performance of the Contractor's obligations or services under this Contract, including but not limited to failure to comply with Chapter 119, Florida public records law.

Sovereign Immunity; Limitation on Damages. The Town expressly retains all rights, benefits and immunities of sovereign immunity in accordance with section 768.28, Florida Statutes, as amended. Notwithstanding anything set forth in the Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the Town beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the Town for damages, regardless of the number or nature of claims in tort, equity, or Contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the Town, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Ownership. All deliverables, analyses, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the Contractor's Work or Services or that have been created during the course of the Contractor's performance under this Contract shall become property of the Town and/or "works made for hire" as defined under the 1976 Copyright Act (Title 17 of the United States Code), as amended.

Insurance: The Contractor shall purchase and maintain at its own expense, during the term of this Contract the following:

- 1) General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per person per occurrence for bodily injury and property damage, listing the Town of Davie as an additional insured.
- 2) Business Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person per occurrence, listing the Town of Davie as an additional insured.
- 3) Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. Should the Contractor be exempt from Worker's Compensation, the Contractor and each employee

hold the Town harmless from any injury incurred during performance of the Contract.

Public Records Law. Pursuant to section 119.0701(2)(a), Florida Statutes, the Town is required to provide Contractor with this statement and establish the following requirements as Contractual obligations pursuant to the Contract:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 797 1000, [Evelyn Roig@davie-fl.gov](mailto:Evelyn.Roig@davie-fl.gov), by mail, Attn: Public Records Custodian, 6591 Orange Drive, Davie, FL 33314.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a Contract for services with the Town is required to:

Keep and maintain public records required by the Town to perform the services and work provided pursuant to this Contract.

Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the Town.

Upon completion of the Contract, transfer, at no cost, to the Town all public records in the possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

Requests to inspect or copy public records relating to the Town's Contract for services must be made directly to the Town. If Contractor receives any such request, Contractor shall instruct the requestor to contact the Town. If the Town does not possess the records requested, the Town shall immediately notify the Contractor of such request, and the Contractor must provide the records to the Town or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the Town within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the Town.

Applicable Law, Venue and Waiver of Jury Trial. This Contract shall be construed in accordance with and governed by the laws of the state of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Contract shall be exclusively in the state courts of the 17th Judicial Circuit in and for Broward County, Florida, unless one or more causes of action are solely cognizable in federal court, in which case, venue

for and jurisdiction over such dispute(s) shall be in the Southern District of Florida. By entering into this Contract, the Contractor and Town hereby expressly waive any rights to a trial by jury of any civil litigation related to this Contract, and each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Contract.

Scrutinized Companies. Pursuant to Sections 287.135 and 215.473, Florida Statutes, the Contractor certifies by signing below that the company is not participating in a boycott of Israel. For contracts for goods or services of one million dollars or more, Contractor also certifies that it is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the Town will not Contract for the provision of goods or services with (i) any company participating in a boycott of Israel, and, (ii) for Contracts for goods or services of one million dollars or more, any other scrutinized company as described above. Breach of this section constitutes a material breach of this Contract.

No Code Violation or Past Due Debt. Contractor warrants and represents that neither the business, nor any officer or significant stakeholder of the business is in violation of the Town of Davie Code of Ordinances and does not owe the Town any past due debt. Any breach of the foregoing warranty and representation shall be a material breach of this Contract and the Town shall have the right to terminate this Contract as set forth herein.

Compliance with Applicable Laws. Contractor shall perform its obligations hereunder in accordance with all applicable federal, state and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Contract. Additionally, Contractor shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Contract from the federal government, State of Florida, Broward County or Town of Davie when legally required and maintain same in full force and effect during the term of this Contract.

Nondiscrimination and Americans with Disabilities Act. Contractor shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Contract. Contractor agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing all Services funded by Town, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In performing under this Contract, Contractor agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Contract because of race, color, religion, gender or gender identity, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

In accordance with the American Disabilities Act and Section 286.26, Florida Statutes (as amended), persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the Town's ADA Coordinator at 386-248-1760 for assistance, at least two business days before any meeting date.

Antitrust Violations; Denial or Revocation under Section 287.137, Florida Statutes. Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or replay for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity;

EXHIBIT C

and many not transact new business with a public entity. By entering this Agreement, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the Town consistent with Section 287.137, Florida Statutes, as amended.


Priority. The Contractor and Town agree that in the event of conflict between this Addendum and the underlying Contract and any exhibits thereto referenced above, the terms and conditions of this Addendum shall govern and control.

E-Verify. The Contractor certifies he/she utilizes the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all persons employed by Contractor, or subcontractors, in relation to the Contractor's performance of duties under the Scope of Services in relation to this Agreement.

Severability. Should any part, term or provision of this Addendum to the Contract be found by a court of competent jurisdiction to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

The Contractor agrees that by signing below, this Agreement is fully enforceable without any requirement of a corresponding signature on behalf of the Town of Davie.

Contractor Name: Preferred Governmental Claim Solutions, Inc.

Contractor Authorized Signature: 

Date Signed: 3/27/2026 Printed Name & Title: Viviane Ruiz, President of WC, Casualty & Managed Care



**AFFIDAVIT OF COMPLIANCE WITH
ANTI-HUMAN TRAFFICKING LAWS**

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

- 1. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: March 27, 2026 Signed: *Viviane Ruiz*

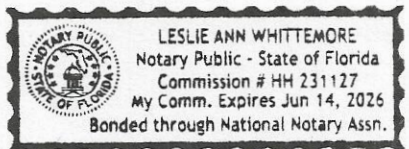
Entity: Preferred Governmental Claims Solutions, Inc. Name: Viviane Ruiz

Title: President of WC, Casualty & Managed Care

STATE OF FLORIDA
COUNTY OF Florida

Sworn to and subscribed before me by means of physical presence or online notarization, this 27 day of March, 2026, by Viviane Ruiz

(NOTARY SEAL)



Leslie Ann Whittemore
Signature of Notary Public-State of Florida
Leslie Ann Whittemore
(Name of Notary Typed, Printed, or Stamped)

Personally Known OR Produced Identification _____

Type of Identification Produced _____



AFFIDAVIT COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. *(Only applicable if purchasing real property)* Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: March 27, 2026

Signed: *Viviane Ruiz*

Entity: Preferred Governmental Claims Solutions, Inc.

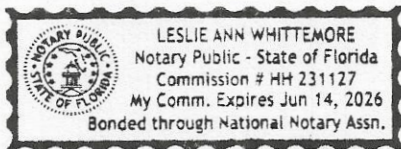
Name: Viviane Ruiz

Title: President of WC, Casualty & Managed Care

STATE OF FLORIDA
COUNTY OF Florida

Sworn to and subscribed before me by means of physical presence or online notarization, this 27 day of March, 2026, by Viviane Ruiz

(NOTARY SEAL)



Leslie Ann Whittemore

Signature of Notary Public-State of Florida

Leslie Ann Whittemore

(Name of Notary Typed, Printed, or Stamped)

Personally Known OR Produced Identification
Type of Identification Produced _____