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RISK MANAGEMENT
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FOURTH AMENDMENT TO
AGREEMENT FOR ADMINISTRATVE SERVICES ONLY (ASO) / SELF-FUNDED PLAN BENEFITS CONSULTING SERVICES BETWEEN
THE CITY OF SUNRISE, FLORIDA
AND
FOUNDATION RISK PARTNERS, CORP. d/b/a ACENTRIA PUBLIC RISK

This Fourth Amendment to Agreement for Administrative Services Only (ASO) / Self-Funded Plan Benefits Consulting Services ("Fourth Amendment") is made by and between the City of Sunrise ("City") and Foundation Risk Partners, Corp. d/b/a Acentria Public Risk ("Acentria").

WHEREAS, the original Agreement for Administrative Services Only (ASO) / Self-Funded Plan Benefits Consulting Services ("**Agreement**") was entered into between the City and Rhodes on October 1, 2014 under Resolution 14-108; and

WHEREAS, a First Amendment was entered into between the City and Rhodes effective October 1, 2017, and

WHEREAS, a Second Amendment was entered into between the City and Rhodes effective October 1, 2018; and

WHEREAS, a Third Amendment was entered into between the City and Rhodes for a five (5) year period effective October 1, 2019 through December 31, 2024 with five (5) optional one (1) year term extensions under Resolution 14-108-19-A, and Rhode's Agreement was assumed and assigned to Acentria effective October 30, 2022 under Resolution 14-108-23-A.

WHEREAS, the parties wish to extend the term of this Agreement with this Fourth Amendment.

NOW THEREFORE, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the City and Acentria agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this Fourth Amendment.

2. Amendments to Agreement. Additions to the Agreement are shown in underscore and deletions from the Agreement are shown in ~~strikethrough~~.

   (a) Section "**Flat Fee**" is hereby revised to include a new third paragraph to read as follows:

   Flat Fee

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Acentria agrees the annual Flat Fee under Fourth Amendment shall be twenty-four thousand dollars ($24,000.00). This amount shall be billed to the City on a quarterly basis.

(b) Section "**Term and Termination**" first paragraph is hereby revised to read as follows:

Term and Termination
The Effective Date of this Agreement is October 1, 2019, or date Agreement is fully executed, whichever is later. The initial term of this Agreement (the "Consulting Period") will begin on the Effective Date and will remain in effect until December 31, 2024, and shall be extended by Fourth Amendment for a one (1) year period of January 1, 2025 through December 31, 2025, and may be renewed for ~~five (5)~~ four (4) remaining one (1) year extensions under the same terms and conditions as the original Agreement, as amended. Either party may terminate this Agreement by giving the other party at least thirty (30) days written notice of its intent to terminate. In the event such termination is effective during the Consulting Period (including any extension(s) of the Consulting Period), City shall be responsible to ~~Rhodes~~ Acentria for any services performed prior to the date of termination and ~~Rhodes~~ Acentria shall be responsible to City to continue to provide actuarial services listed in the project proposals authorized herein until the date of termination of this Agreement. In the event the services are scheduled to end either by Agreement expiration or by termination by the City (at the City's discretion), ~~Rhodes~~ Acentria shall continue the services, if requested by the City, until new services can be completely operational. At no time shall this transitional period extend more than one hundred eighty (180) days beyond the expiration date of the existing Agreement, or applicable extension. ~~Rhodes~~ Acentria will be reimbursed for this service at the project proposal fees negotiated and in effect when this transitional period clause is invoked by the City.

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(c) Section **"Scrutinized Company"** is hereby deleted in its entirety and replaced with the following revised statutory language:

Scrutinized Company (revised 2024)

(a) Pursuant to Section 287.135, Florida Statutes, Acentria certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

(b) Pursuant to Section 287.135, Florida Statutes, in the event the Agreement is for one million dollars or more, Acentria certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List,

created pursuant to Section 215.473, Florida Statutes; and Acentria further certifies that it is not engaged in business operations in Cuba or Syria.

(c) Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Agreement if Acentria is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran Sector List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

(c) Section "**Antitrust Violations**" to the Agreement is hereby created new to read with the following statutory language:

Antitrust Violations

Acentria has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply 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; and may not transact new business with a public entity. By entering this Agreement, Acentria certifies that 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 City consistent with Section 287.137, Fla. Stat. as amended.

(d) Section "**Entities of Foreign Concern**" is hereby created new to read with the following statutory language:

Entities of Foreign Concern

(a) The provisions of this section apply only if Acentria or any Acentria's subcontractor will have access to an individual's personal identifying information under this Agreement. Acentria represents and certifies: (i)

Acentria is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Acentria; and (iii) Acentria is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the effective date, Acentria and any Acentria's subcontractor that will have access to personal identifying information shall submit to City with this Fourth Amendment, an executed **Exhibit A - Affidavit of Compliance with Foreign Entity Laws**, under penalty of perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 2. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

(b) Acentria agrees to execute **Exhibit A – Affidavit of Compliance with Foreign Entity Laws** ("Exhibit A") for the sharing of personal identifiable information between City's actuaries, reinsurance carrier, administrative service organization, or other business associates providing services. For convenience Acentria will also mean the word "Entity" with regard to Exhibit A.

3. Conflicting Terms. In the event the terms of this Fourth Amendment conflict with those of the original Agreement, First Amendment, Second Amendment, or Third Amendment, the terms of Fourth Amendment shall govern. All other terms of the original Agreement, the First Amendment, the Second Amendment and the Third Amendment shall remain and continue in full force and effect.

4. Captions. The captions of this Fourth Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Fourth Amendment.

5. Effective Date. This Fourth Amendment shall be effective January 1, 2025.

IN WITNESS WHEREOF, the City and Acentria have caused this Fourth Amendment to the Agreement to be executed on the date indicated below.

CITY OF SUNRISE

By: _____

Name: Bill Mason, CPCU, ARM-P

Title: Risk Manager

Date: 12/31/24

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FOUNDATION RISK PARTNERS, CORP.
d/b/a ACENTRIA PUBLIC RISK

By: Charles H. Lydecker

Print: Charles Lydecker

Title: Director, CEO, President

Date: 12/26/24

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Exhibit A - Affidavit of Compliance with Foreign Entity Laws
Agreement for Administrative Services Only (ASO) / Self-Funded Plan Benefits Consulting Services

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

Date: 12/26/24, 20___ Signed: Charles H. Lydecker

Entity: Foundation Risk Partners, Corp dba Acentria Public Risk Name: Charles Lydecker

Title: CEO

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 26 day of December, 2024, by Charles Lydecker, as Chief Executive Officer for Foundation Risk Partners, Corp. dba Acentria Public Risk, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: PR State of Florida at Large (Seal)

Print Name: Paul E. Rice III My commission expires: 10/20/2027

PAUL EDWARD RICE III
MY COMMISSION # HH 439922
EXPIRES: October 20, 2027

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