Risk Management
SEP 26 2018
Received

SCANNED

SECOND AMENDMENT TO
AGREEMENT FOR ADMINISTRATVE SERVICES ONLY (ASO) / SELF-FUNDED PLAN BENEFITS CONSULTING SERVICES
BETWEEN
THE CITY OF SUNRISE, FLORIDA
AND
THE RHODES INSURANCE GROUP, INC.

This Second Amendment to Agreement for Administrative Services Only (ASO) / Self-Funded Plan Benefits Consulting Services (Agreement) is made by and between the City of Sunrise ("City") and The Rhodes Insurance Group, Inc. (Rhodes).

WHEREAS, an Agreement was entered into between the City and Rhodes on October 1, 2014; and

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

WHEREAS, in accordance with Section "**Term and Termination"** to the Agreement the City and Rhodes agree to extend the Agreement for the second one (1) year period from the date of the expiration of the IFirst Amendment of the Agreement; and

WHEREAS, in accordance with Section "**Flat Fee"** to the Agreement the City and Rhodes agree to keep the per month billable quarterly in the amount of two-thousand dollars ($2,000) the same for the current fiscal year, unless otherwise amended and subject to City Commission approval.

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

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

2. Amendments to Agreement.

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

   (a) Pursuant to Section "**Term and Termination,**" the City and Rhodes hereby agree to exercise the second one (1) year renewal extension period, beginning October 1, 2018 and ending September 30, 2019.

   (b) Section "**Scrutinized Company**" is hereby revised to read as follows:

City Initials _____ Rhode's Initials _____

Scrutinized Company

~~(Applicable to agreements over $1 million for goods or services)~~

~~Pursuant to Section 287.135, Florida Statutes, Rhodes certifies that it is not:~~

~~a. On the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel;~~

~~b. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or~~

~~c. Engaged in business operations in Cuba or Syria.~~

~~Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this First Amendment to Agreement and Agreement if Rhodes:~~

~~a. Is found to have submitted a false certification as provided under subsection 287.135(5);~~

~~b. Has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel;~~

~~c. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or~~

~~d. Has been engaged in business operations in Cuba or Syria.~~

a. Pursuant to Section 287.135, Florida Statutes, Rhodes 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, in the event the Agreement is for one million dollars or more, Rhodes certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; and Rhodes 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 Rhodes 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 or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

d. Section "**Electronic Recordkeeping**" is hereby created to read as follows:

Electronic Recordkeeping

Rhodes certifies their ASO / self-funded plan benefits consulting services and products meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.

City Initials _____ Rhode's Initials _____

e. Section "**ADA Compliance**" is hereby created to read as follows:

ADA Compliance
Rhodes certifies their ASO / self-funded plan benefits consultant services and products are ADA compliant.

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

4. Captions. The captions of this Second 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 Second Amendment.

5. Effective Date. This Second Amendment shall be effective October 1, 2018.

IN WITNESS WHEREOF, the City and Rhodes have caused this Second 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: 9/26/18

The Rhodes Insurance Group

By: _____

Name: Lloyd Rhodes

Title: President

Date: 9/20/18

City Initials _____ Rhode's Initials _____