SCANNED

Reso # 14-108
C14230

FIRST 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 First 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, in accordance with Section "**Term and Termination"** to the Agreement the City and Rhodes agree to extend the Agreement for one (1) year period from the date of the expiration of the original term 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 first one (1) year renewal extension period, beginning October 1, 2017 and ending September 30, 2018.

   (b) Section "**Public Entity Crimes**" is hereby deleted in its entirety and revised to read as follows:

City Initials _____ Rhode's Initials _____

Public Entity Crimes
Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this First Agreement, Rhodes represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

(c) Section "**Scrutinized Company**" is hereby created to read as follows:

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.

(d) Section "**Non-discrimination**" is hereby created to read as follows:

Non-discrimination
Rhodes warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender

identity, sexual orientation, age, disability/handicap, religion, family or income status.

(e) Section "**Discriminatory Vendor List**" is hereby created to read as follows:

Discriminatory Vendor List
Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this First Amendment, Rhodes represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

(f) Section "**Public Records**" is hereby created to read as follows:

Public Records
Rhodes shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that Rhodes and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, Rhodes shall:

(a) Keep and maintain public records required by the City to perform the services provided hereunder.

(b) Upon request from the City's custodian of public records, provide the City 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.

(c) 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 term of this Agreement and following completion of this Agreement if Rhodes does not transfer the records to the City.

(d) Upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of Rhodes or keep and maintain public records required by the City to perform the service. If Rhodes transfers all public records to the City upon completion of the Agreement, Rhodes shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Rhodes keeps and

maintains public records upon completion of the Agreement, Rhodes shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Rhodes fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If Rhodes fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF RHODES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RHODES' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, RHODES SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK @SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

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

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

5. Effective Date. This First Amendment shall be effective when fully executed.

IN WITNESS WHEREOF, the City and Rhodes have caused this First 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: 1/19/18

The Rhodes Insurance Group
By: _____
Name: Lloyd Rhodes
Title: President
Date: 1/18/18

City Initials _____ Rhode's Initials _____

CITY CLERK
CITY OF SUNRISE

14 AUG 22 PM 4:20

SUNRISE, FLORIDA

RESOLUTION NO. 14-108

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING AN AGREEMENT FOR SELF-FUNDED/ADMINISTRATIVE SERVICES ONLY (ASO) PLAN BENEFITS CONSULTING SERVICES WITH THE RHODES INSURANCE GROUP, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is in the process of evaluating a self-funded/Administrative Services Only (ASO) employee group medical plan benefits program. Rhodes Insurance Group, Inc. (Rhodes) is presently the City's consultant on the request for proposal (RFP) with staff; and

WHEREAS, the City requires the consultant to assist staff with the professional management and oversight of the implementation and monitoring of a self-funded/ASO employee group medical plan program; and

WHEREAS, based on the City's consultant's detailed scope of work and competitive annual cost in the industry for these consulting service, staff is recommending approval of the agreement for self-funded/ASO plan benefits consulting services through Rhodes;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. The Agreement for Self-Funded/Administrative Services Only Plan Benefits

Consulting Services with Rhodes Insurance Group, Inc. is hereby approved.

Section 2. Based on the City's positive past experience, the institutional knowledge, and Rhodes providing consulting services on the City's employee group insurance benefit programs since 2009, the City's competitive bid requirements are hereby waived for good cause.

Section 3. The Risk Manager is hereby authorized to review, approve and execute the agreement for Self-Funded/Administrative Services Only Plan Benefits Consulting Services, a copy of which is attached hereto as Exhibit #1. The Risk Manager is further authorized to review, approve and execute all HIPAA requirements and necessary documentation to effectuate the agreement. The Risk Manager is authorized to execute each renewal extension provided the annual amount does not increase by more than the CPI.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED THIS 12TH DAY OF AUGUST, 2014.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

MOTION:	ROSEN
SECOND:	SOFIELD
KERCH:	YEA
ROSEN:	YEA
SCUOTTO:	YEA
SOFIELD:	YEA
RYAN:	YEA

Approved by the City Attorney
as to Form and Legal Sufficiency.

Kimberly A. Kisslan