RESO 14-108-23-A
SELF-FUNDED PLAN BENEFITS
CONSULTING SERVICES

EXHIBIT A

SCANNED

ASSIGNMENT AND ASSUMPTION OF CONTRACTUAL OBLIGATIONS AND CONSENT TO ASSIGNMENT

This Assignment and Assumption of Contractual Obligations and Consent to Assignment ("Assignment Agreement") is entered into by and between The Rhodes Insurance Group, Inc., a Florida corporation ("Contractor"), Foundation Risk Partners, Corp., d/b/a Acentria Public Risk, a Florida corporation, ("Assignee"), and City of Sunrise ("City") this 30th day of October, 2022. Assignee's offices are located at 1540 Cornerstone Blvd., Ste 230, Daytona Beach, FL 32117.

WHEREAS, the City and Contractor originally entered into a Contract for Administrative Services Only (ASO) / Self-Funded Plan Benefits Consulting Services ("Contract") under Resolution 14-108 effective October 1, 2014; and

WHEREAS, the Contract for Administrative Services Only (ASO) / Self-Funded Plan Benefits Consulting Services was amended with a Third Amendment under Resolution No. 14-108-19-A for the contract period October 1, 2019 through December 31, 2024, including five (5) one (1) year optional renewal extensions; and

WHEREAS, Contractor has requested an assignment and assumption of contractual obligations to Assignee effective the date of the acquisition on October 30, 2022; and to incorporate E-Verify and Foreign Gifts and Contracts provisions.

WHEREAS, pursuant to Section **"Subcontracting"** of the Contract, the City must consent to any assignment of said Contract.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the parties agree as follows:

1. Contractor does hereby transfer and assign to the Assignee all of the Contractor's rights, benefits, title, interests, liabilities, duties and obligations under, in and to the Contract. Assignee does hereby accept such assignment, and does hereby assume all rights, benefits, title, interest, liabilities, duties, and obligations under the Contract, including but not limited to, all of Contractor's representations and Contractor covenants to indemnify the City as provided in Section **"Indemnification"** of the Contract. Assignee agrees to fully perform the Contract in accordance with the terms and conditions of the Contract. From and after the date of this Contract, Assignee shall be bound by all of the terms and conditions of the Contract as if it were the Contractor.

EXHIBIT A

2. City hereby consents to the assignment of the Contract from the Contractor to the Assignee; provided, however, that the City does not release Contractor from any liabilities, interests, duties, and obligations that it may owe to the City now or in the future.

4. Within 15 calendar days of the last signature date on this Assignment Agreement, Assignee shall provide the City with a certificate of insurance in accordance with Section **"Insurance"** of the Contract, evidencing that all coverage, limits, and endorsements required thereby are maintained and in full force and effect.

5. Within 15 calendar days of the last signature date on this Assignment Agreement, Assignee shall provide the City with an updated contact for notice purposes in accordance with Section **"Notices"** of the Contract.

6. Within thirty (30) calendar days of the last signature date on this Assignment Agreement, Assignee will enter into a separate Business Associate Agreement ("BAA") in accordance with Section **"HIPAA Privacy"** of the Contract. The BAA shall be provided in a form approved by the City.

7. This Assignment Agreement may also be used to satisfy required Broker/Consultant Letter of Records by City's current insurance carriers for any Administrative Services Only (ASO) / Self-Funded Plan Benefits Consulting Services from Assignee in accordance with Section **"Consultant of Record"** of the contract.

8. This Assignment Agreement shall be governed by the laws of the State of Florida. Should the parties be involved in legal action against each other arising under, or connected to, this Assignment Agreement, each party will be responsible for its own attorneys' fees and costs. The venue for any litigation will be Broward County, Florida. The parties hereby agree to waive a jury trial and will proceed to a trial by judge if necessary.

9. The term "Assignment Agreement" shall have the same meaning as "Agreement" and the word "Assignee" shall have the same meaning as "Contractor" for newly created sections. Additions to the Agreement are shown in <u>underscore</u> and deletions from the Agreement are show in ~~strikethrough~~.

10. Section "**E-Verify – Employment Eligibility"** is hereby created to read with the following language:

E-Verify – Employment Eligibility

1. Assignee warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Assignee has: (1) registered with and use the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) verified that all of the Assignee's subcontractors performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

2. Assignee shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Assignee shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

3. City shall terminate this Agreement if it has a good faith belief that Assignee has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Assignee's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Assignee to terminate its contract with the subcontractor and Assignee shall immediately terminate its contract with the subcontractor.

4. If City terminates this Agreement pursuant to the subsection 3 above, Assignee shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Assignee was terminated. In the event of such Agreement termination, Assignee shall also be liable for any additional costs incurred by City as a result of the termination.

11. Section "**Foreign Gifts and Contracts**" is hereby created to read with the following language:

Foreign Gifts and Contracts

Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Assignee shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Assignee represents and warrants it has complied with Fla. Stat.

EXHIBIT A

§286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement].

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be executed by their duly authorized officers on the dates set forth below.

CONTRACTOR

THE RHODES INSURANCE GROUP, INC.

By: _____

Print: Lloyd Rhodes

Title: President

7th day of March, 2023

AUTHENTICATION:

_____
Secretary

Karin Rhodes
Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

_____
(SIGN)

Ruth Tickle

RESO 14-108-23-A
SELF-FUNDED PLAN BENEFITS
CONSULTING SERVICES

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ASSIGNEE

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

By: Charles H. Lydecker

Print: Charles Lydecker

Title: Director, CEO, President

2nd day of March, 2023

AUTHENTICATION:

Tom Leek
Secretary

Tom Leek, Secretary, Chief Legal Officer, Executive VP
Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

Michele C. Gomez
(SIGN)

Michele C. Gomez
(PRINT NAME)

EXHIBIT A

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Bill Mason
Risk Manager

7 day of March, 2023

Approved as to form for the City:

By: _____
Kimberly A. Kisslan
City Attorney

RISK MANAGEMENT
DEC 31 2024
RECEIVED

SCANNED

BUSINESS ASSOCIATE AGREEMENT ("BA AGREEMENT")
BETWEEN
THE CITY OF SUNRISE, A MUNICIPAL CORPORATION ("COVERED ENTITY")
&
FOUNDATION RISK PARTNERS, CORP. d/b/a ACENTRIA PUBLIC RISK ("BUSINESS ASSOCIATE")

This BA Agreement by and between the Covered Entity and the Business Associate is made and entered into effective December 1, 2024.

To the extent that Covered Entity discloses Protected Health Information ("PHI") to Business Associate (or Business Associate handles PHI on Covered Entity's behalf) in connection with services or products provided to Covered Entity, or as otherwise required or allowed by the Health Insurance Portability and Accountability Act of 1996, as amended, and the rules and regulations promulgated thereunder ("HIPAA"), and only to the extent required by law, Covered Entity and Business Associate (each individually, a "Party" and together, the "Parties") agree to the following terms and conditions, which are intended to comply with HIPAA; the Health Information Technology for Economic and Clinical Health Act of 2009 and the regulations promulgated thereunder ("HITECH Act"); the HIPAA Omnibus Final Rule published in the Federal Register at 78 Fed. Reg. 5566 (January 25, 2013), and effective on March 26, 2013; and the final regulations concerning standard transactions and code sets codified at 45 C.F.R. Parts 160 and 162 ("Electronic Transaction Rule").

1. General Terms and Conditions

(a) "BA Agreement" shall mean this Business Associate Agreement.

(b) "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. §160.103, and in reference to the Party to this BA Agreement, shall mean Foundation Risk Partners, Corp. d/b/a Acentria Public Risk ("Acentria").

(c) "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. §160.103, and in reference to the Party to this BA Agreement, shall mean City of Sunrise, a municipal corporation.

(d) "HIPAA Rules" shall mean the HIPAA Privacy Rule codified at 45 C.F.R. Parts 160 and 164, Subparts A and E, as may be amended; the HIPAA Security Rule codified at 45 C.F.R. Part 160 and 164, Subpart C, as may be amended; the Breach Notification Rule codified at 45 C.F.R. Part 164, Subpart D, as may be amended; and the Enforcement Rule codified at 45 C.F.R. Part 160, Subparts C and D, as may be amended.

(e) "Service Agreement" shall mean the separate agreement(s), such as the Agreement for Self-Funded / Administrative Services Only (ASO) Plan Benefits Consulting Services, Agreement for Employee Group Insurance Benefits Consulting Services, or such similar agreement between the Parties in which Business Associate performs functions or activities on behalf of Covered Entity (and may create, receive, use, maintain or transmit PHI from or on behalf of Covered Entity in the course of providing certain services for Covered Entity).

(f) Other definitions: The following terms used in this BA Agreement shall have the same meaning as those in the HIPAA Rules and HITECH Act: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, PHI (to the extent such PHI is received, used, disclosed, accessed or maintained by Business Associate), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and Use. Other terms shall have the definitions set forth in this BA Agreement.

2. Obligations and Activities of Business Associate

(a) Business Associate agrees to not Use or Disclose PHI other than as permitted or required by this BA Agreement, as Required by Law, or as contemplated by the Service Agreement. If Business Associate has knowledge of any use or disclosure of PHI not provided for by this Agreement, then Business Associate shall promptly notify Covered Entity's primary Privacy Official or secondary Privacy Official.

(b) Business Associate agrees to use appropriate safeguards, including compliance with the HIPAA Rules with respect to electronic PHI, to prevent Use or Disclosure of the PHI other than as provided for by this BA Agreement.

(c) Business Associate agrees to promptly report to either the Covered Entity's primary Privacy Official or secondary Privacy Official listed below any Use or Disclosure of PHI not provided for by this BA Agreement of which it becomes aware, including Breaches of Unsecured PHI as required by 45 C.F.R. §164.410, and any Security Incident of which it becomes aware. For reports of incidents constituting a Breach, the report shall include, to the extent available, the identification of each individual whose Unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or Disclosed during such Breach. The report shall be made without unreasonable delay and in no case later than thirty (30) calendar days following the discovery of the breach. For the purpose of this BA Agreement, the Covered Entity's primary and secondary Privacy Officials shall include:

(i) Bill Mason, Risk Manager, or successor, as primary Privacy Official
(ii) Joyce Lara, Employee Benefits Specialist, or successor, as secondary Privacy Official

(d) Business Associate shall require that subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions and requirements that apply through this BA Agreement to Business Associate with respect to such information.

(e) To the extent Business Associate has PHI in a Designated Record Set, and only to the extent required by HIPAA, Business Associate agrees to make available PHI in a Designated Record Set, to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.524. Such access shall be provided by Business Associate in the time and manner designated by Covered Entity, including, where applicable, access by electronic means pursuant to Section 13405(e) of the HITECH Act.

Covered Entity's Initials: _____
Business Associate's Initials: CHL

(f) Business Associate agrees to make any amendment(s) to PHI in its possession contained in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. §164.526 or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.526.

(g) Business Associate agrees to make internal practices, books, and records relating to the Use and Disclosure of PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.

(h) Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.528.

(i) To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164 or other provisions of the HIPAA Rules, Business Associate agrees to comply with the requirements of Subpart E and other provisions of the HIPAA Rules that apply to Covered Entity in the performance of such obligation(s).

(j) Business Associate agrees to make its internal practices, books, and records, relating to the use and disclosure of PHI, or created, or received by the Business Associate on behalf of the Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Rules. No attorney-client or other legal privilege or the work product rule shall be deemed to have been waived by virtue of this obligation.

(k) Except as otherwise allowed in this BA Agreement and HIPAA and the HITECH Act, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual unless the Individual has provided a valid authorization compliant with HIPAA and state law.

(l) To the extent Business Associate conducts standard transactions under the Electronic Data Interchange rules on behalf of Covered Entity, Business Associate must comply with the administrative simplification rules applicable to those transactions.

(m) Business Associate shall not transfer PHI outside the United States without prior written consent of Covered Entity, except where such transfer is necessary for the performance of services under this BA Agreement and Business Associate ensures that appropriate safeguards are in place to protect the PHI in accordance with HIPAA Rules. In this context, a "transfer outside the United States" occurs if Business Associate's workforce members, agents, or subcontractors physically located outside the United States are able to access, Use, or Disclose PHI.

3. Permitted Uses and Disclosures of PHI by Business Associate

(a) Business Associate may only Use or Disclose PHI as necessary to perform the services set forth in the Service Agreement and as permitted in this BA Agreement.

Covered Entity's Initials: _____

Business Associate's Initials: CHL

(b) Business Associate agrees to make Uses, Disclosures, and requests for PHI consistent with Covered Entity's Minimum Necessary policies and procedures. Covered Entity represents and warrants to Business Associate that Covered Entity's Minimum Necessary policies and procedures are consistent with, and are not more stringent than, the requirements of the HIPAA Rules. To the extent that Covered Entity's Minimum Necessary policies and procedures impose additional particular restrictions on Business Associate, Covered Entity agrees to provide such policies to Business Associate in writing prior to requesting that Business Associate perform a particular function or activity on behalf of Covered Entity that would be affected by such policies and procedures.

(c) Business Associate may create de-identified information that may be Used and Disclosed by Business Associate as Business Associate deems appropriate, provided that the information is de-identified in accordance with the HIPAA Rules.

(d) Business Associate may Use PHI to provide Data Aggregation services to Covered Entity.

(e) Business Associate may Use and Disclose PHI to report violations of law to appropriate Federal and State authorities, in a manner consistent with the HIPAA Rules.

(f) Business Associate shall not Use or Disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth below.

(g) Business Associate may Use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(h) Business Associate may Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that the Disclosures are Required By Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as Required By Law for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4. Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate, in writing and in a timely manner, of any limitation(s) in the Notice of Privacy Practices of Covered Entity under 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.

(b) Covered Entity shall notify Business Associate, in writing and in a timely manner, of any changes in, or revocation of, permission by Individual to Use or Disclose PHI, if such changes may affect Business Use or Disclosure of PHI.

Covered Entity's Initials: _____
Business Associate's Initials: CHL

(c) Covered Entity shall notify Business Associate, in writing and in a timely manner, of any restriction on the Use and/or Disclosure of PHI to which Covered Entity has agreed or is required to abide by under 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

(d) Covered Entity agrees to comply with all applicable state and federal privacy and security laws and regulations, including the HIPAA Rules. Covered Entity agrees to obtain any patient authorizations or consents that may be required under state or federal law in order to transmit PHI to Business Associate and to enable Business Associate to Use and Disclose PHI as contemplated by this BA Agreement and any underlying agreement.

(e) Covered Entity may not ask Business Associate to Use or Disclose PHI in any manner that would not be permissible under applicable laws and rules, including the HIPAA Rules, if done by Covered Entity.

5. Mutual Indemnification

(a) Indemnification by Covered Entity

To the extent permitted by Florida Statutes, Section 768.28, and notwithstanding anything in this BA Agreement or the Service Agreement to the contrary, Covered Entity agrees to indemnify and hold harmless Business Associate and Business Associates' officers, agents, or employees from and against any and all losses, liabilities, third-party claims, fines, penalties, costs, and expenses, including reasonable attorneys' fees, consultants' fees, court costs breach notification costs and credit monitoring fees (collectively, "Losses") to the extent that such Losses arise from, or may be in any way attributable to, any negligent act or omission by Covered Entity or Covered Entity's officers, or employees while within the course and scope of employment that constitutes or that is otherwise asserted by any regulatory agency or third party to be (i) a breach of this BA Agreement, (ii) negligence, (iii) a violation of the HIPAA Rules, HIPAA and/or the HITECH Act; and/or (iv) any Security Incident or Breach involving PHI in Business Associate's possession, custody or control, or for which Business Associate is otherwise responsible. Business Associate has the option to select defense counsel or to ask Covered Entity to provide a defense. The provisions of this paragraph shall survive the expiration or termination of this BA Agreement for any reason. Nothing in this section shall constitute a waiver of Covered Entity's sovereign immunity, or the limits of Section 768.28, Florida Statutes nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement.

(b) Indemnification by Business Associate

Notwithstanding anything in this BA Agreement or the Service Agreement to the contrary, Business Associate agrees to indemnify and hold harmless Covered Entity and Covered Entity's officers, agents, or employees from and against any and all losses, liabilities, third-party claims, fines, penalties, costs, and expenses, including reasonable attorneys' fees, consultants' fees, court costs breach notification costs and credit monitoring fees (collectively, "Losses") to the extent that such Losses arise from, or may be in any way

Covered Entity's Initials: _____
Business Associate's Initials: _____

attributable to, any negligent act or omission, or professional error or omission, by Business Associate or Business Associate's officers, agents, or employees while within the course and scope of employment that constitutes or that is otherwise asserted by any regulatory agency or third party to be (i) a breach of this BA Agreement, (ii) negligence, (iii) a violation of the HIPAA Rules, HIPAA and/or the HITECH Act; and/or (iv) any Security Incident or Breach involving PHI in Business Associate's possession, custody or control, or for which Business Associate is otherwise responsible. Covered Entity has the option to select defense counsel or to ask Business Associate to provide the defense. The provisions of this paragraph shall survive the expiration or termination of this BA Agreement for any reason.

6. Survival and Termination

(a) Term and Survival

Except as otherwise provided herein, the term of this BA Agreement shall coincide with the Service Agreement and shall be terminable in accordance with the termination provisions of the Service Agreement, or the date either Party terminates for cause, as authorized in paragraph (b) of this Section, whichever is sooner. Either Party may terminate this BA Agreement without cause by providing thirty (30) days' prior written notice.

(b) Termination for Cause

Upon a Party's receipt of knowledge of a material breach by the other, the non-breaching Party shall provide written notice to the breaching Party and may terminate this BA Agreement if the breaching Party does not cure the breach or end the violation within thirty (30) days. A Party may immediately terminate this BA Agreement if the other Party has breached a material term of this BA Agreement and cure or ending the violation is not possible.

(c) Effect of Termination

(i) Except as provided below in Subsection 6(c)(ii) of this BA Agreement, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form, unless retention of such PHI is required by law or for compliance purposes. Business Associate shall retain no copies of the PHI, except as required by law or for compliance purposes.

(ii) If Business Associate believes that it is not feasible to return or destroy the PHI as described above, Business Associate shall notify Covered entity in writing. The notification shall include: (i) a written statement that Business Associate has determined that it is infeasible to return or destroy the PHI in its possession, and (ii) the specific reasons for such determination. If the Parties agree that Business Associate cannot feasibly return or destroy the PHI, Business Associate shall ensure that any and all protections, requirements and restrictions contained in this BA Agreement shall be extended to any PHI retained after the termination of this BA

Covered Entity's Initials: ____
Business Associate's Initials: CHL

Agreement, and that any further Uses and/or Disclosures shall be limited to the purposes that make the return or destruction of the PHI infeasible. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.

(iii) Business Associate's obligations under this Section 6 shall survive the termination of this BA Agreement.

7. Interpretation and Amendment of this BA Agreement

A regulatory reference in this BA Agreement to a section of the HIPAA Rules means the section as in effect or as amended. Any ambiguity or inconsistency in this BA Agreement shall be interpreted to permit compliance with the HIPAA Rules. This BA Agreement supersedes any and all prior representations, understandings, or agreements, written or oral, concerning the subject matter herein. The Parties hereto agree to negotiate in good faith to amend this BA Agreement from time to time as is necessary for compliance with the requirements of HIPAA or any other applicable law and for Business Associate to provide services to Covered Entity. Business Associate further agrees to promptly attempt to amend its agreements with its subcontractors and agents to conform to the terms of this Agreement. In the event Business Associate is unable to amend this Agreement or its agreements with its subcontractors in a way that is sufficient to satisfy the requirements under HIPAA or any other applicable law, Covered Entity may terminate this Agreement in accordance with Section 6 upon thirty (30) days' written notice.

However, no change, amendment, or modification of this BA Agreement shall be valid unless it is set forth in writing and signed by both Parties.

8. No Third Party Rights/Independent Contractors

The terms and conditions of this BA Agreement are intended for the sole benefit of Business Associate and Covered Entity and do not create any third-party rights. The Parties declare that they are independent contractors and not agents of each other, except as otherwise required by law or regulation.

9. Notices

Any notice required or permitted by this BA Agreement to be given or delivered shall be in writing and shall be deemed given or delivered if delivered in person, or sent by courier or expedited delivery service, or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by facsimile (if confirmed), to the address set forth below. Each Party may change its address for purposes of this BA agreement by written notice to the other Party.

If to Covered Entity:

City of Sunrise, Risk Management Division
Attention: Bill Mason, Risk Manager
10770 W. Oakland Park Blvd. 4th Floor, Sunrise, FL 33351
riskmanagement@sunrisefl.gov

Covered Entity's Initials: _____
Business Associate's Initials: CHL

If to Business Associate: Foundation Risk Partners, Corp. d/b/a Acentria Public Risk
Attention: Charles Lydecker, Director, CEO, President
780 W. Granada Blvd., Ormond Beach, FL 32174

10. Governing Law

To the extent not preempted by federal law, the BA Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter. Venue of any action will be in Broward County, Florida, notwithstanding any conflicts of law provisions that would require the application of the law of a different state. Except as set forth in the indemnification provisions above, should the Parties be involved in legal action arising under, or connected to this BA Agreement, each Party will be responsible for their own attorney's fees and costs. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge, if necessary.

11. **Binding Nature and Benefits**

This BA Agreement binds and benefits the Parties, and their respective successors, and their permitted assigns.

12. **Severability**

Whenever possible, each provision of this BA Agreement shall be interpreted so as to be effective and valid under applicable law. If any provision of this BA Agreement should be prohibited or found invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the other of such provision or the remaining provisions of this BA Agreement; provided, however, that if any such invalid provision is material to an extent that a Party would not have entered into the BA Agreement absent such provision, then that Party may terminate the BA Agreement upon ninety (90) calendar days' prior written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this BA Agreement, effective December 1, 2024.

Covered Entity:

City of Sunrise
By: Bill Mason
Title: Risk Manager
Date: 12-31, 2024
Address: Risk Management Division
10770 W. Oakland Park Blvd, 4th Floor
Sunrise, FL 33351

Signature

Covered Entity's Initials:
Business Associate's Initials: CRL

Business Associate:

By: Charles Lydecker
Title: Director, CEO, President
Date: 12/26/24, 2024
Address: 780 W. Granada Blvd., Ormond Beach, FL 32174

Signature

Covered Entity's Initials:
Business Associate's Initials: CHL