FIFTH 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 Fifth Amendment to Agreement for Administrative Services Only (ASO) / Self-Funded Plan Benefits Consulting Services ("Fifth 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 The Rhodes Insurance Group, Inc. on October 1, 2014 with two (2) optional one-year extensions pursuant to Resolution 14-108, and subsequently amended through a First Amendment for one (1) year effective October 1, 2017, a Second Amendment for one (1) year effective October 1, 2018, and a Third Amendment for a new five (5) year and three (3) month term effective October 1, 2019 with five (5) optional one-year extensions under Resolution 14-108-19-A; and

WHEREAS, the Agreement was assumed and assigned **("Assignment Agreement"**) to Acentria effective October 30, 2022 under Resolution 14-108-23-A, and subsequently amended through a Fourth Amendment for one (1) year effective January 1, 2025; and

WHEREAS, the parties now desire to enter a Fifth Amendment providing for a new five (5) year term effective January 1, 2026, with five (5) optional one-year renewal extensions; increasing the annual Flat Fee from $24,000 to $35,000 with a five (5) year fee guarantee, amend the scope of work to include reinsurance marketing services for an optional fee for service.

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 Fifth Amendment.

2. Amendments to Agreement. The parties agree to amend the Agreement as follows:

   (a) Section "**Flat Fee**" of the Agreement is hereby deleted in its entirety and replaced with the following:

   Flat Fee
   Acentria shall perform authorized scope of work on flat fee basis only, including expenses, in an amount of thirty-five thousand dollars ($35,000)

annually billable quarterly each fiscal year, unless otherwise provided per the terms and conditions herein. Acentria agrees not to request nor accept any commissions, rebates, overrides, or persistence bonuses from the City's self-funded medical plan administrator or reinsurer. Acentria agrees to report in writing to the City's Risk Manager, or designee, within five (5) business days of any other form of compensation or remuneration of any form, type or nature received, other than what is provided herein. The City's ASO/Self-funded plan consulting and reinsurance marketing services shall be provided on a flat fee (net-of-commission premiums) basis only.

The flat fee for the scope of work/services shall remain firm and guaranteed for Agreement period of January 1, 2026, through December 31, 2030. Thereafter, any Extension Term shall be subject to a negotiated adjustment only if changes occur in the industry. Such negotiated adjustment shall be equal to the greater of five percent (5%) over the prior year's pricing, excluding guarantee period years, or the latest yearly percentage change in the Employment Cost Index (ECI) for the most recent 12-month period, as published by the Bureau of Labor Statistics, U.S. Department of Labor; otherwise, City Commission approval is required. Any requested cost increase shall be fully documented and submitted to the City at least sixty (60) days prior to the Agreement's expiration date, including any Extension Term. Any approved cost adjustments shall become effective January 1st. In the event the CPI, scope of work reduction, or industry costs decline, the City shall have the right to receive from Acentria a reasonable reduction in costs that reflect such cost changes in the industry or reduction in scope of work.

Additionally, upon request, Acentria shall perform reinsurance marketing consultant services under line item 18 of section **"Scope of Work/Consulting Services"** for an optional flat fee amount not to exceed fifteen thousand dollars ($15,000). This amount shall be billed at completion of the scope of work and upon City Commission approval of the reinsurance recommendation. This reinsurance marketing fee is optional and not part of the standard consulting fee in paragraph one under this section.

During the term of the Agreement or extension, the Risk Manager, or designee, is authorized to add items to the scope of work provided by Acentria provided there is no cost increase above approved budgeted fees; otherwise, City Commission approval is required.

City will issue Acentria a Purchase Order each fiscal year in an amount not to exceed fifty thousand dollars ($50,000), or approved budgeted funds if higher. Invoices received from Acentria pursuant to this Agreement will be reviewed and approved by the City's Risk Manager, or designee, indicating that Services have been rendered in conformity with the Agreement and then will be sent to the Finance and Administrative Services Department for payment. Following the Risk Manager's, or designee's approval, invoice

payments will be made by the City in accordance with Florida Prompt Payment Act, Florida Statutes Section 218.70. Acentria shall submit invoices for review and approval of services rendered to the City's Risk Manager, or designee at:

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

(b) Section "**Term and Termination**", first paragraph, of the Agreement is hereby revised to read as follows, with additions shown in underscore and deletions shown in ~~strikethrough~~:

Term and Termination
The Effective Date of this Agreement is ~~October 1, 2019~~ January 1, 2026. The initial term of this Agreement (the "Consulting Period") will begin on the Effective Date and will remain in effect until December 31, ~~2024~~ 2030, and may be renewed for five (5) ~~four (4) remaining~~ one (1) year extensions ("Extension Term") subject to the terms and conditions stated in the Agreement. 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 Acentria for any services performed prior to the date of termination and 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), 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. 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 **"Scope of Work/Consulting Services"** of the Agreement is hereby revised to read as follows, with additions shown in underscore:

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18. Provide the City with reinsurance marketing services:

a. **Assess Reinsurance Needs**: Evaluate the City's risk exposures and existing insurance programs to determine appropriate reinsurance structures.

b. **Develop Marketing Strategy**: Create a tailored reinsurance marketing plan focused exclusively on direct-writing reinsurers (no intermediaries or brokers). Premiums must be net of commissions.
c. **Prepare Marketing Materials**: Compile underwriting data, loss history, and risk profiles into professional submission packages for direct reinsurers.
d. **Engage Direct Writers**: Solicit quotes and coverage proposals from qualified direct-writing reinsurance companies aligned with the City's risk profile and goals. Direct writers must be authorized to administer claims by the City's administrative service organization ("ASO") provider and approve the City's ASO provider as a third-party claims administrator. The City's ASO provider may not have a financial interest in any direct writer without disclosure and approval by the City Commission.
e. **Negotiate & Recommend Placement**: Analyze proposals, negotiate terms, and present a recommendation to the City for optimal reinsurance placement.

(d) Section **"Human Trafficking"** of the Agreement is hereby created to read as follows, with additions shown in underscore:

Human Trafficking
Pursuant to Section 787.06(14), Fla. Stat., non-governmental entities contracting with the City are required to provide an affidavit attesting that the non-governmental entity does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Agreement and submitting the executed required affidavit (see attached Exhibit-1), Acentria represents and warrants that it does not use coercion for labor or services as provided by state law.

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

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

5. Effective Date. This Fifth Amendment shall be effective January 1, 2026.

IN WITNESS WHEREOF, the City and Acentria have caused this Fifth 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: _____

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

By: _____

Print: Charles Lydecker

Title: Director, CEO, President

Date: _____

(REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK. EXHIBIT-1 TO FOLLOW AS ATTACHMENT.)

EXHIBIT-1

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Sunrise and is authorized to execute this Affidavit on behalf of the Entity.

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

3. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

4. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing Affidavit of Compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

SIGNATURE:_____

PRINT NAME: Charles Lydecker

TITLE: Director, CEO, President

ENTITY: Foundation Risk Partners, Corp. d/b/a Acentria Public Risk

STATE OF FLORIDA)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025 by _____ as _____ for _____.

Notary Seal:

_____
Notary Public Signature

_____
Name (Printed, Typed or Stamped)

Personally Known ___ OR Produced Identification ___

Type of identification produced: