BROWARD COUNTY FLORIDA

SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND STANDARD INSURANCE COMPANY FOR GROUP LIFE AND RELATED INSURANCE FOR BROWARD COUNTY EMPLOYEES (RFP# GEN2117791P1)

This is a Second Amendment ("Second Amendment") to the agreement between Broward County, a political subdivision of the State of Florida ("County"), and Standard Insurance Company, an Oregon corporation authorized to conduct business in the State of Florida ("Insurer") (collectively, the "Parties"), for Group Life and Related Insurance for Broward County Employees.

RECITALS

A. The Parties entered into the original agreement with an effective date of January 1, 2020, which was subsequently amended on October 11, 2021, to exercise the First Renewal Term (the original agreement and the 2021 amendment are collectively referred to as the "Agreement").

B. The Parties desire to further amend the Agreement to exercise the Second Renewal Term and modify the premium rates for the remainder of the Term.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The Recitals stated above are true and correct and are incorporated herein. All defined and capitalized terms used in this Second Amendment shall have the same meaning as used in the Agreement unless expressly stated in this Second Amendment.

2. Modifications to the Agreement are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions.

3. The Parties each consent to renew the Agreement for the Second Renewal Term, which shall commence on January 1, 2024, and end at 11:59 p.m. on December 31, 2024.

4. The premium rates for the second year of the First Renewal Term, commencing January 1, 2023, and ending at 11:59 p.m. on December 31, 2023, and for the Second Renewal Term, commencing January 1, 2024, and ending at 11:59 p.m. on December 31, 2024, shall be the rates set forth in the attached Exhibit B-1.

5. Article 11, Equal Employment Opportunity and CBE Compliance, is hereby amended to add Section 11.4 as follows:

<u>11.4. By January 1 of each year for the term of the Agreement, Insurer must submit and cause each of its Subcontractors that are retained for providing Services to County to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at https://www.broward.org/econdev/Pages/forms.aspx, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.</u>

6. Exhibit B, Premium Rates, is deleted in its entirety and replaced with the attached Exhibit B-1. All references to Exhibit B in the Agreement shall refer to Exhibit B-1 attached herein.

7. The Parties acknowledge that for retiree-paid dependent life insurance, the dependent child monthly rate per $1,000 was $0.200, and not $0.249 as previously reflected in Exhibit B. The Parties further acknowledge and affirm that the appropriate rate was billed to retirees with dependent child life insurance coverage from the Effective Date of the Agreement through the effective date of this Second Amendment.

8. This Second Amendment is effective upon full execution by the Parties. Except as modified in this Second Amendment, all terms and conditions of the Agreement shall remain in full force and effect. If any conflict or ambiguity exists between this Second Amendment and the Agreement, the Parties agree that this Second Amendment shall control.

9. The Parties jointly prepared this Second Amendment, and therefore no provision in this Second Amendment shall be more strictly construed against either Party.

10. This Second Amendment may be executed in multiple originals, and may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, constitutes one and the same amendment. The Parties further consent to the use of digital or electronic signatures in connection with the execution of this Second Amendment.

11. The Agreement, as amended by this Second Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Second Amendment that are not contained in the Agreement or this Second Amendment.

IN WITNESS WHEREOF, the Parties have made and executed this Second Amendment to the Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action of the ____ day of ____________________, 2022, and Insurer, signing by and through its VP CAO & Treasurer, duly authorized to execute same.

COUNTY

ATTEST:

____

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioner

BROWARD COUNTY, by and through
its Board of County Commissioners

By: ______________________________
Mayor

_____ day of __________________, 2022

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: 5/9/2022
Sandy Steed (Date)
Assistant County Attorney

By: 5/9/22
Danielle W. French (Date)
Deputy County Attorney

SS
Group Life Insurance - Second Amendment
04/26/2022

SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND STANDARD INSURANCE COMPANY FOR GROUP LIFE AND RELATED INSURANCE FOR BROWARD COUNTY EMPLOYEES (RFP# GEN2117791P1)

INSURER

WITNESSES:	Standard Insurance Company
Cynthia White Signature Cynthia White Executive Assistant Print Name of Witness above	By: ____________ Authorized Signor Rob Erickson, VP Chief Accounting Officer & Treasurer Print Name and Title
Signature Jill Schlofer 2nd VP, Implementation & Enrollment Print Name of Witness above	3rd day of May, 2022
	ATTEST: Karen Hawks Karen Hawks, Admin Assistant & Notary Corporate Secretary or other person authorized to attest
	(CORPORATE SEAL OR NOTARY)

EXHIBIT B-1
Premium Rates
01/01/2023 – 12/31/2024

Active County-Paid Basic Term Life and AD&D Insurance

Employer Paid Basic Life Benefit	Fixed Benefit	Monthly Rate per $1,000	Bi-Weekly Rate per $1,000
Basic Life ($25,000)	$25,000.00	$0.210	$0.097
Basic AD&D ($25,000)	$25,000.00	$0.020	$0.009

Active Employee-Paid Supplemental Term Life and AD&D Insurance

Employee Age	Monthly Rate per $1,000	Bi-Weekly Rate per $1,000
Under 30	$0.063	$0.029
30-34	$0.093	$0.043
35-39	$0.104	$0.048
40-44	$0.117	$0.054
45-49	$0.173	$0.080
50-54	$0.267	$0.123
55-59	$0.496	$0.229
60-64	$0.778	$0.359
65-69	$1.385	$0.639
70 +	$2.165	$0.999
AD&D Insurance	$0.030	$0.014

Active Employee-Paid Supplemental Spouse/Domestic Partner and Dependent Child Term Life*

Employee-Paid Dependent Life Insurance	Fixed Benefit	Monthly Rate per $1,000	Bi-Weekly Rate per $1,000
Spouse/Domestic Partner	$12,500.00	$0.299	$0.138
Dependent Child	$12,500.00	$0.200	$0.092

* Does not include AD&D Insurance

Retiree-Paid Term Life and AD&D Insurance

Retiree Age	Monthly Rate per $1,000
Under 60	$1.548
60-64	$1.752
65-69	$3.060
70+	$4.584
AD&D Insurance	$0.030

Retiree-Paid Spouse/Domestic Partner and Dependent Child Term Life*

Retiree-Paid Dependent Life Insurance	Fixed Benefit	Monthly Rate per $1,000
Spouse/Domestic Partner	$12,500.00	$0.299
Dependent Child	$12,500.00	$0.200

* Does not include AD&D Insurance

Active County-Paid Hazardous Occupation and Occupational Assault AD&D Insurance

County-Paid	Annual Rate per Enrolled	Covered Members
Hazardous Occupation Life Insurance ($25,000 / $25,000 / $75,000)	$1.20	Security Guards and Park Rangers
Occupational Assault AD&D Insurance ($100,000)	$1.20	Member in good standing of the Amalgamated Mass Transit Union; or A supervisor, bus operator, maintenance or service employee employed by the Mass Transit Division.

Includes the following enhancement: Life Services Toolkit (includes resources and tools for: Estate Planning Assistance, Financial Planning, Health and Wellness, Identity Theft Protection, and Funeral Arrangements).