



**FIFTH AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND USI INSURANCE SERVICES LLC, FOR EMPLOYEE BENEFITS
CONSULTING SERVICES**

This Fifth Amendment (“Amendment”) is entered into between Broward County, a political subdivision of the State of Florida (“County”), and USI Insurance Services LLC, a Delaware limited liability company authorized to transact business in the State of Florida (“Consultant”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. The Parties entered into the original agreement, dated June 18, 2018 (the “Original Agreement”), to provide employee benefits consulting services.

B. The Original Agreement was amended by a First Amendment, dated July 1, 2021, which exercised the First Renewal Term, a Second Amendment, dated April 25, 2022, which exercised the Second Renewal Term, a Third Amendment, dated May 22, 2023, which exercised a six-month extension pursuant to Section 3.3 of the Agreement, and a Fourth Amendment, dated November 14, 2023, which extended the term of the Agreement for one (1) year through December 31, 2024. The Original Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment, is referred to herein as the “Agreement.”

C. The Parties now desire to further amend the Agreement to extend the term of the Agreement on a month-to-month basis not to exceed an additional twelve (12) months and to allocate additional compensation for the extended term.

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

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.
2. 2025 Extension. The term of the Agreement is hereby amended to include twelve (12), one (1) month extension terms (each a “monthly extension term”), beginning on January 1, 2025, and continuing for twelve (12) months, through and including December 31, 2025. Each monthly extension term will be automatically effective at the end of the previous monthly extension term unless the Contract Administrator provides written notice to Consultant, at least thirty (30) days in advance, of its intent not to effectuate the upcoming monthly extension term.
3. Compensation. For the duration of the monthly extension terms, County agrees to pay Consultant the fixed monthly fees and fixed annual fees for Basic Services set forth in Exhibit B, in the manner set forth in Section 5.4. The fixed monthly fee shall not exceed a cumulative total

of One Hundred Sixty-two Thousand Dollars (\$162,000) and the fixed annual fees shall not exceed a cumulative total of Five Thousand Five Hundred Dollars (\$5,500). All Work Orders issued pursuant to this Agreement during the monthly extension terms shall not exceed a cumulative total of Two Hundred Fifteen Thousand Seven Hundred Sixty-two Dollars (\$215,762).

4. Entities of Foreign Concern. The provisions of this section apply only if the Agreement provides access to an individual's personal identifying information. By execution of this Amendment, the undersigned authorized representative of Consultant hereby attests under penalty of perjury as follows: Consultant is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in the entity; and the undersigned authorized representative of Consultant declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in the Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

5. Anti-Human Trafficking. By execution of this Amendment by an authorized representative of Consultant, Consultant hereby attests under penalty of perjury that Consultant does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Consultant declares that they have read the foregoing statement and that the facts stated in it are true.

6. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this 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 hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

7. Preparation of this Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

8. Consultant acknowledges that through the date this Amendment is executed by Consultant, Consultant has no claims or disputes against County with respect to any of the matters covered by the Agreement.

9. The effective date of this Amendment shall be the date of complete execution by the Parties.

10. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__; and Consultant, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

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

By: _____
Sandy Steed (Date)
Assistant County Attorney

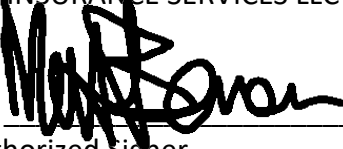
By: _____
Danielle W. French (Date)
Deputy County Attorney

SS
Employee Benefits Consulting Services_Fifth Amendment
11/22/2024

FIFTH AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND USI INSURANCE SERVICES LLC, FOR EMPLOYEE BENEFITS
CONSULTING SERVICES

CONSULTANT

USI INSURANCE SERVICES LLC

By:  _____
Authorized Signer

Print Name and Title

_____ day of _____, 20____