

**SECOND AMENDMENT TO AGREEMENT BETWEEN
DESOTO COUNTY AND RISK MANAGEMENT ASSOCIATES
FOR BROKERAGE SERVICES - EMPLOYEE BENEFITS**

Solicitation #23-32-00RFP

THIS SECOND AMENDMENT to the AGREEMENT is made this ____ day of _____, 2025, between the **BOARD OF COUNTY COMMISSIONERS, DESOTO COUNTY, FLORIDA**, a Political Subdivision of the State of Florida hereinafter referred to as ("COUNTY") whose address is 201 E. Oak Street, Suite 201, Arcadia, Florida 34266, and **RISK MANAGEMENT ASSOCIATES, INCORPORATED, a wholly owned subsidiary of BROWN & BROWN, INCORPORATED**, a Corporation, authorized to do business in the State of Florida, hereinafter referred to as ("AGENT"), whose address is 300 North Beach Street, Daytona Beach, Florida 32114.

WHEREAS, an agreement was entered into on February 20, 2024, between the COUNTY and AGENT for DeSoto County's Brokerage Services - Employee Benefits (the "original Agreement"); and

WHEREAS, the original Agreement stated a Time of Performance of an initial period through October 1, 2024, and thereafter, could be renewed by the parties by mutual consent annually for **FOUR (4)** additional **TWELVE (12)** month periods or until terminated; and

WHEREAS, on October 21, 2024, the COUNTY and AGENT entered into a First Amendment to the Agreement, renewing the Agreement for the first of the four (4) one-year renewal terms, which extended the term through September 30, 2025; and

WHEREAS, the COUNTY and AGENT desire to amend the Agreement again to utilize the second one-year renewal term, retroactive to October 1, 2025, and extending the Agreement through September 30, 2026, with all other provisions of the original Agreement remaining in full effect; and

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree to amend the Agreement for Brokerage Services - Employee Benefits and extend it for another year as set forth below.

SECTION 1. INCORPORATION BY REFERENCE. The foregoing “Whereas” clauses are hereby incorporated by reference and affirmed and ratified by the parties as true.

SECTION 2. TIME OF PERFORMANCE. The Parties hereby agree to exercise the second one-year renewal term, retroactive to October 1, 2025. The AGENT hereby agrees to fully and completely perform the Scope of Services through September 30, 2026.

SECTION 3. The AGENT shall comply with all specific completion dates and sequences indicated in the Scope of Work. In the event the Work is entirely or partly suspended, delayed, or otherwise hindered by any cause whatsoever, the CONTRACTOR shall make no claims for additional compensation or damages owing to such suspensions, delays or hindrances. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the COUNTY may decide. However, such extension shall not operate as a waiver of any rights of the COUNTY.

SECTION 4. Except as specifically provided for herein, all other provisions of the original Contract, dated February 20, 2024, shall remain in full force and effect.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment to the Contract as of the _____ of _____ 2025.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
DESOTO COUNTY, FLORIDA**

By: _____
Mandy J. Hines
County Administrator

By: _____
Steve Hickox
Chairman

BoCC Approved: _____

Approved as to form and
Legal sufficiency:

Valerie Vicente
County Attorney

Date: _____

WITNESSES:

**RISK MANAGEMENT ASSOCIATES,
INCORPORATED/BROWN & BROWN**

By: _____

Printed Name: _____

Title: _____