

**Coopers
& Lybrand**

Coopers & Lybrand L.L.P.
a professional services firm

101 East Kennedy Boulevard
Suite 1500
Tampa, Florida 33602-5194

telephone (813) 229-0221
facsimile (813) 228-0639

Human Resource Advisory

BOARD MEETING

DATE: 2-27 1995

ACTION: 12

INFO: _____

February 17, 1995

Nassau County Clerk of Courts
Dot Cook
P.O. Box 1070
Fernandina Beach, FL 32035

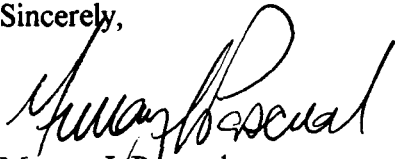
RE: Contract for Consulting Services

Dear Ms Cook;

Four originals of our proposed contract to provide consulting services to the Nassau County Board of County Commissioners are enclosed. Please have an authorized representative of the Board of County Commissioners sign the front page where indicated, and return one copy to me for our records.

We look forward to advancement with this project and thank you for considering Coopers & Lybrand.

Sincerely,



Murray J. Pascual
Senior Consultant

COOPERS & LYBRAND L.L.P.
CONSULTING SERVICES AGREEMENT

AGREEMENT made this 27th day of February, 1995 by and between Coopers & Lybrand L.L.P. with offices at Tampa, Florida ("C&L") and the Client identified below ("Client").

Client: Nassau County Board of County Commissioners
Address: 416 Centre Street
City: Fernandina Beach
State: Florida Postal Code 32035
Telephone: (904) 321-5700
Client Project Coordinator: Dot Cook

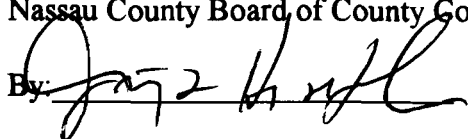
CLIENT HAS READ AND AGREES TO THE TERMS AND CONDITIONS ATTACHED HERETO. THIS AGREEMENT SHALL BE EFFECTIVE WHEN EXECUTED BY C&L AND CLIENT.


CLIENT

COOPERS & LYBRAND

Nassau County Board of County Commissioners

Coopers & Lybrand L.L.P.

By: 

By: 

Name: Jimmy L. Figginbotham

Name: Steve Metz

Title: Chairman

Title: Principal

Date: 2-27-95

Date: 2-17-95

TERMS AND CONDITIONS

1. CONSULTING SERVICES

- 1.1 **C&L Services.** The consulting services to be performed by C&L (the "Consulting Services") and the schedule for performance are set forth in Schedule A.
- 1.2 **Client Responsibilities.** The tasks to be performed by Client personnel are as set forth in Schedule B. In addition, if requested by C&L, Client agrees to provide C&L, at no charge, with normal office accommodations at Client's facility, and services, including, but not limited to, typing and photocopying. Client also agrees to give C&L, at no charge, access to Client's facilities and to the necessary equipment, programs and documentation for C&L to perform the Consulting Services.

2. PROPRIETARY RIGHTS

- 2.1 **Client Information and Deliverables.** Client represents and warrants to C&L that it owns the information, programs and deliverables set forth in Schedule B ("Client Deliverables") to be provided to C&L hereunder for the performance of the Consulting Services, or otherwise has the right to grant C&L the right to perform the Consulting Services using such Client Deliverables. Client represents and warrants to C&L that the reverse engineering, conversion, modification, copying or other use by C&L of the Client Deliverables in connection with providing Consulting Services under this Agreement shall not violate the proprietary or other rights of any third party. Client agrees to indemnify and hold C&L harmless from and against any costs, damages, awards or other expenses, including but not limited to attorney's fees, arising out of any claim or suit based upon C&L's use of the Client Deliverables as permitted hereunder. C&L shall acquire no ownership or other proprietary interest in the Client Deliverables as a result of its performance of the Consulting Services.
- 2.2 **C&L Resources.** With the exception of the Client Deliverables, Client shall have no proprietary or ownership rights in any C&L or third party products, information, programs, tools or documentation (collectively "C&L Resources") which C&L uses in performing the Consulting Services. The C&L Resources are, and shall remain, the sole and exclusive property of C&L or the third party provider.

3. FEES AND PAYMENT

- 3.1 **Fees.** The fees payable by Client for the Consulting Services are set forth in the Fees and Payment Schedule attached hereto as Schedule C.
- 3.2 **Payment.** Payments shall be made in accordance with the Fees and Payment Schedule. All invoices issued by C&L hereunder are due thirty (30) calendar days after the date of invoice. [If Client fails to pay any amount due within thirty (30) days from the date of the invoice, late charges of 1-1/2% per month, or the highest interest rate allowable by applicable law, shall also be become payable by Client to C&L. If Client fails to pay, when due, any amount payable hereunder, or fails to fully perform its obligation hereunder, Client agrees to pay, in addition to

any amount past due, plus interest accrued thereon, all reasonable expenses incurred by C&L in enforcing this Agreement including, but not limited to any legal proceeding related thereto and all reasonable attorney's fees incurred in connection therewith. No failure by C&L to request any such payment or to demand any such performance shall be deemed a waiver by C&L of Client's obligations hereunder or a waiver of C&L's right to terminate this Agreement.]

- 3.3 **Expenses.** Client shall pay, or reimburse C&L for any out-of-pocket expenses incurred by C&L in connection with C&L's obligations under this Agreement, including but not limited to round-trip airfare, lodging, meals, local transportation, communications, round-trip travel expense to C&L's principal place of business and incidentals incurred in connection with the performance of the Consulting Services. Travel related expenses incurred on the Client's behalf will be approved by the Client in advance. Other individual expense items in excess of 5% of the contract price will be approved by the Client in advance.
- 3.4 **Taxes.** Client shall pay for or reimburse C&L for all sales, use, transfer or other taxes however designated, which are levied or imposed by reason of the transaction contemplated hereby; excluding, however, income taxes on income which may be levied against C&L.

4. **WARRANTY**

- 4.1 **Warranty.** C&L warrants that the Consulting Services shall be performed in a workmanlike manner in accordance with the specifications and description of such services as set forth in Schedule A. C&L's sole obligation under this warranty is to respond promptly and to use reasonable efforts or remedy any defect which is identified by Client within ninety (90) days from the completion of the Consulting Services.
- 4.2 **Disclaimer.** EXCEPT AS SET FORTH IN SECTION 4.1, C&L MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. C&L does not warrant and shall have no obligation to remedy any defect in the Consulting Services which is the result of any defect, error or malfunction in any Client Deliverable.

5. **LIMITATION OF LIABILITY**

- 5.1 **Limitation of Liability.** C&L SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIABILITY OF C&L TO THE CLIENT FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER, WHETHER IN CONTRACT OR IN TORT, SHALL BE LIMITED TO THE AMOUNT PAID TO C&L FOR SERVICES RENDERED UNDER THIS AGREEMENT.
- 5.2 [Section not used, retained for numbering purposes only]

6. OTHER RIGHTS AND OBLIGATIONS

- 6.1 Confidentiality. Each party agrees that it shall not disclose to any third party any information proprietary to the other including information concerning the clients, trade secrets, methods, processes or procedures or any other confidential business information of the other party ("Confidential Information") which it learns during the course of its performance of this Agreement, without the prior written consent of the other party, except to the extent that any such Confidential Information (i) is in the public domain, (ii) is independently developed by the other party, (iii) is already in the possession of such party prior to disclosure, or (iv) is rightfully received from a third party not under a confidentiality obligation. This obligation will survive the cancellation or other termination of this Agreement.
- 6.2 Project Leaders. Client shall appoint a project leader who is fully familiar with Client's business and data processing requirements and who shall be approved by C&L to coordinate all Client activities in connection with the Consulting Services.
- C&L shall provide an individual to coordinate all C&L activities in connection with the Consulting Services.
- 6.3 Employee Solicitation. Both Client and C&L agree not to solicit or make offers of employment or enter into consultant relationships with employees or consultants of the other for a period of twelve (12) months from the date the Consulting Services performed hereunder are completed.
- 6.4 Independent Contractor. All C&L personnel in performance of this Agreement, are acting as independent contractors and are not employees or agents of Client. C&L shall be solely responsible for the payment of compensation of C&L personnel assigned to perform services hereunder and such personnel are not entitled to the provisions of any Client employee benefits. Client shall not be responsible for payment of workers' compensation, disability benefits and unemployment insurance or for withholding and paying employment taxes for any C&L personnel performing services hereunder, but such responsibility shall be that of C&L.
- 6.5 Insurance. C&L shall secure and maintain (i) workers' compensation insurance in compliance with all applicable federal and state laws and regulations, and (ii) comprehensive general liability insurance with minimum limits of \$1,000,000. Certificates evidencing such insurance shall be submitted to Client upon written request.

7. TERMINATION

- 7.1 Termination. Client may terminate this Agreement upon thirty (30) days written notice to C&L. C&L may terminate this Agreement upon thirty (30) days prior written notice to C&L. C&L may terminate this Agreement upon thirty (30) days prior written notice to Client in the event that (i) Client breaches the terms of this Agreement and such breach is not remedied by the end of the notice period, or (ii) Client ceases to do business in the ordinary course or files for bankruptcy. All provisions hereof relating to confidentiality and non-disclosure, limitation of liability and

Client's obligations to pay C&L for services rendered and expenses incurred prior to termination, shall survive the termination of this Agreement.

8. **MISCELLANEOUS**

- 8.1 **Entire Agreement.** This Agreement evidences the complete understanding and agreement of the parties with respect to the subject matter hereof and supersedes and merges any prior understandings or agreements. This Agreement may not be modified except by a writing subscribed to by both parties..
- 8.2 **Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to cause beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to the time lost because of such delay.
- 8.3 **Florida Law.** This Agreement shall be governed by the laws of the State of Florida C&L and Client hereby agree that the sole jurisdiction and venue for any litigation relating to this Agreement shall be an appropriate federal or state court located in Florida. No action, regardless of form, arising out of this Agreement shall be brought more than one (1) year after such cause of action shall have accrued.
- 8.4 **Assignment.** Neither party may assign, without the prior written consent of the other, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part. Consent to any such assignment may not be unreasonably withheld.
- 8.5 **Notice.** Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt hereof; (ii) if mailed three (3) days after deposit in the U.S. mails, postage prepaid, certified mail return receipt requested. All notices shall be addressed to the parties at the respective addresses indicated herein.
- 8.6 **Client Identification.** C&L, upon written consent of Client, which shall not be unreasonably withheld, may use the name of and identify Client as C&L client, in advertising, publicity, or similar materials distributed to prospective clients.
- 8.7 **No Waiver.** The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.
- 8.8 **Enforceability.** If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted.

SCHEDULE A
CONSULTING SERVICES

We will evaluate the Summary Plan Description (SPD) for your Flexible Benefit Plan, and update it where necessary to conform with IRS and DOL specifications. In addition, we will provide suggestions for communication the plan more effectively to the Nassau County employees.

SCHEDULE B
CLIENT SERVICES

County shall provide copies of all plan documents and prior communication materials for the Nassau County Employers' Flexible Benefit Plan. County shall make appropriate employees available to C&L during the course of the project to provide requested information and otherwise cooperate as needed.

SCHEDULE C
FEES AND PAYMENT

Fees for reviewing the SPD for compliance with applicable statutes and regulations, as well reviewing Nassau County's communication strategy for the Plan will not exceed \$1,500.00. We anticipate accomplishing these tasks via telephone and fax. If a meeting becomes necessary additional time and our travel arrangements will be billed at cost to the County.



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
 P.O. Box 1010
 Fernandina Beach, Florida 32034

Jim B. Higginbotham Dist. No. 1 Fernandina Beach
 John A. Crawford Dist. No. 2 Fernandina Beach
 Tom Branan Dist. No. 3 Yulee
 Chris Kirkland Dist. No. 4 Hilliard
 Jimmy L. Higginbotham Dist. No. 5 Callahan

BOARD MEETING

DATE: 12-12 1994


ACTION: 6

INFO: _____

T.J. "Jerry" GREESON
 Ex-Officio Clerk

MICHAEL S. MULLIN
 County Attorney

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS
 FROM: T.J. "JERRY" GREESON, PERSONNEL DIRECTOR 
 RE: REVIEW OF FLEXIBLE BENEFITS PLAN
 DATE: DECEMBER 5, 1994

Attached please find a copy of the only proposal that we received for the review and update of the Flexible Benefits Plan.

Please advise this office of your decision to accept or deny the bid.

*12-14-94
 approved
 12-12-94
 Don't to get
 Contract*



Coopers & Lybrand L.L.P.
a professional services firm

Human Resource Advisory

101 East Kennedy Boulevard
Suite 1500
Tampa, Florida 33602-5194

telephone (813) 229-0221

facsimile (813) 228-0639

November 18, 1994

Mr. T.J. Greeson
Clerk of the Court
Nassau County Clerk of Courts
416 Centre Street
Fernandina Beach, FL 32034

**RE: *PROPOSAL FOR A COMPLIANCE AND COMMUNICATION REVIEW OF THE
NASSAU COUNTY EMPLOYERS' FLEXIBLE BENEFIT PLAN***

Dear Mr. Greeson:

Coopers & Lybrand L.L.P. would be pleased to serve Nassau County in performing a technical and communications review of its Summary Plan Description (SPD).

Coopers & Lybrand is one of the world's leading professional services organizations. In addition to ranking among the Big Six accounting firms, we are also the fifth largest HR consulting firm in the United States. We have extensive experience in assisting our clients with all aspects of their Health and Welfare Benefit Plans, including updating their Summary Plan Descriptions to assure compliance with DOL and IRS guidelines. Our clients range in size from under 100 employees to over 20,000. Each receives the same level of attention regardless of the size of the engagement. Nassau County can expect the same attention to the details of its Employers' Flexible Benefit Plan.

Employee participation in a Flexible Benefit Plans is often less than it should be. The primary reason for this is that Flex Plans are not always communicated as effectively as possible. Our proposal addresses this area as well.

Coopers & Lybrand has a strong commitment to serving State, County and municipal clients. We are accustomed to working within the time and budgetary constraints unique to this sector.

Three key elements will distinguish Coopers & Lybrand from our competitors on this proposal: our People, Price, and Professional Qualifications.

Scope of Services

We will evaluate the SPD for your Flexible Benefit Plan, and update it where necessary to conform with IRS and DOL specifications. In addition, we will provide suggestions for communicating the more plan effectively to the Nassau County employees.

November 18, 1994
Mr. T.J. Greeson
Page Two

Objectivity

As your consultant for this project, we would be compensated solely by Nassau County. Our independence is assured; this avoids any conflicts with your existing relationships with brokers or agents.

Fees

Our professional fees for reviewing the Summary Plan Description for compliance with applicable statutes and regulations, as well as reviewing Nassau County's communication strategy for the Plan will not exceed \$1500. We anticipate accomplishing these tasks via telephone and fax. If a meeting becomes necessary, our travel arrangements will be billed at cost to you.

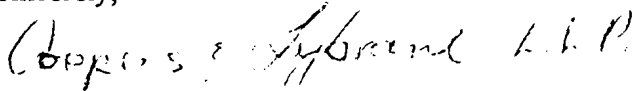
Your Team

We have taken care in choosing the right team for your needs. Our commitment to meet your needs is reflected in the team assigned to this engagement. Murray Pascual is the Governmental Health & Welfare practice leader for the State of Florida. Murray will be responsible for the timeliness and quality of our service delivery. Your engagement manager will be Stacia Bryan. Stacy will be directly responsible for the accomplishment of each task and will direct other team members in their day-to-day activities. Stacy will also be responsible for addressing plan compliance issues. The project will be supported by Theresa Anderson in the area of employee communications. We are sufficiently staffed to begin this project immediately upon advisement to do so.

Resumes for Murray, Stacy and Theresa follow, as does a list of representative clients they have worked with.

Please do not hesitate to contact Murray or Stacy if you have questions about any aspect of this proposal at (813) 229-0221.

Sincerely,



Coopers & Lybrand, L.L.P.

SLB/djf

Enclosures

Synovus
Kloster Cruise, Ltd.
Anchor Glass Container Corporation
All Children's Hospital

Volusia County Government
Tree of Life, Inc.
State of Florida
St. Mary's Hospital
St. Joseph's Hospital
Seminole County School Board
Ryder System, Inc.
PGA Tour
Palm Beach County School Board
Mount Sinai Medical Center
Miami Department of Off-Street Parking
Lennar Corporation
Lee County Government
Consolidated City of Jacksonville
Hillsborough County School Board
Hillsborough County Government
Highland County School Board
Harvard Industries
Good Samaritan Hospital
Florida Crushed Stone Company
Dade County Public School System
Collier County School Board
Carnival Cruises, Inc.
Anchor Glass Container Corporation

Exxon
General Signal
Goldman Sachs
Johnson & Johnson
Minnesota Mining & Manufacturing (3M)
Safeway Stores
Schlumberger
Texaco
Wells Fargo
Wendy's International

**MURRAY J.
PASCUAL, JR.**

SENIOR CONSULTANT

Murray Pascual is a Senior Consultant in the Tampa office of our Human Resource Advisory Group and is responsible for servicing clients in health and welfare and risk management. Mr. Pascual has eighteen years experience in insurance and employee benefits. Prior to joining Coopers & Lybrand, Mr. Pascual was a Senior Consultant with Siver Insurance Management Consultants in Saint Petersburg, Florida.

Mr. Pascual's consulting experience includes a wide variety of clients including private industry as well as School Boards, Counties and Cities. Consulting services provided to this diverse group of clients include:

- Managed Health Care including HMOs, PPOs, and Point of Service plans,
- Dental, Life, Long and Short Term Disability plan design,
- Flexible Benefit Plans,
- Alternative funding mechanisms,
- Preparation of Request For Proposals (RFP) and analysis of proposals received,
- Carrier selection and negotiations,
- Benefit plan communications and employee education, and
- Negotiation with employee groups including union representatives.

Mr. Pascual received a B.S. in Microbiology from the University of Florida in 1976. Mr. Pascual is a Certified Insurance Counselor (CIC), a Chartered Life Underwriter (CLU), a Chartered Property Casualty Underwriter (CPCU) and holds a State of Florida Life and Health Insurance license, a Property and Casualty license and a NASD Securities License.

Mr. Pascual is a member of the Florida West Coast Employee Benefits Council, the American Society of CLU & ChFC, PRIMA and RIMS. He also is CEBS instructor for The Hillsborough County School Board adult education program.

STACIA L.

BRYAN

SENIOR CONSULTANT

Stacia Bryan is a Senior Consultant in the Tampa HRA practice, responsible for employee benefits consulting, particularly in the area of health and welfare benefits. She has more than ten years of experience in the employee benefits field. She has extensive experience with flexible benefits and managed care programs including:

- Feasibility analysis
- Plan design
- Pricing
- Administration
- Communications
- Implementation

Stacy works closely with clients throughout the state, including many large employers in the health care and financial services industries as well as a number of small-to-medium sized companies. She has been a key speaker at numerous lectures and client presentations helping human resource and financial officers understand the impact of the national and local healthcare reform on their benefits plans.

Prior to joining Coopers & Lybrand, Stacy was a Consultant with Towers, Perrin, Forster & Crosby in their Tampa office. She began her career in the benefits field with a major insurance carrier in their underwriting department.

She has a B.A. in Psychology from Stetson University and a M.B.A. with a concentration in Human Resources from the University of Tampa. Stacy is a member of the Florida West Coast Employee Benefits Council, The Downtown Corps, and is currently working with the Child and Related Family Services Task Force of the Greater Tampa Chamber of Commerce Committee of One Hundred.

THERESA J.

ANDERSON

SENIOR CONSULTANT

Theresa Anderson is a Senior Consultant in the Tampa office of Coopers & Lybrand's Human Resource Advisory Group. Ms. Anderson also serves as a resource for the Coopers & Lybrand Atlanta hub, which encompasses the southeastern and mid-Atlantic states.

Ms. Anderson consults with clients on how to effectively communicate with employees. She has 12 years of experience in employee communication. Her consulting assignments include:

- Writing print materials and writing and producing a videotape to introduce managed flexible benefits for a national organization.
- Developing strategic communication plans for a variety of projects, including the introduction of a flexible benefits program, a wellness program, and a performance appraisal system.
- Writing and producing a videotape to introduce managed care features to an organization's existing medical plan.
- Developing flexible benefits materials including newsletters, enrollment brochures, paystuffers, posters, worksheets, forms and videotapes.
- Developing and implementing a communication plan to introduce a new retirement program, including a cash balance pension plan, to a recently merged organization.
- Assisting in the design and administration of an employee attitude survey, focusing on the organization's internal communication.
- Introducing a 401(k) plan to an hourly employee group through a multi-media campaign.
- Drafting and coordinating the production of a retirement plan summary plan description involving versions for 36 locations.
- Writing and editing brochures, summary plan descriptions, newsletters, payroll stuffers, and scripts for video and slide presentations to communicate a wide range of benefit plans.

Ms. Anderson is a member of the International Association of Business Communicators. She obtained her Bachelor's degree from Florida State University.