

**INSURANCE BROKERAGE AND RISK MANAGEMENT
SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into by John T. Ferreira Insurance, Inc. (JTF) and the Nassau County Board of County Commissioners (Client) this 1st day of October 1996.

RECITALS

WHEREAS, Client is desirous of securing a continuation of services from JTF, for insurance brokerage and risk management advice, and

WHEREAS, JTF is desirous of providing the same for Client.

NOW, THEREFORE, in consideration of the premises and agreements contained herein and other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **John T. Ferreira Insurance, Inc. Services.** JTF agrees to provide the Client the services outlined in the attached Services Exhibit.

2. **Compensation.** The Client agrees consideration to JTF for services described herein will be commissions from insurance policies purchased to implement the risk transfer program. JTF shall provide a monthly invoice to the Client for premiums and/or fees. The Client shall pay such invoice within forty-five (45) days of invoice date. A late charge of 1.5% per month shall be applied to any late payment.

3. **Term.** The term of this Agreement shall be October 1, 1996 through September 30, 1998. The terms and conditions of this agreement shall be automatically renewed on the 1st day of October of each succeeding year. Except as provided in Section 5, this Agreement may be terminated only by either party giving to the other party written notice of such termination at least ninety (90) days prior to the end of the first Anniversary of this Agreement and one hundred twenty (120) days prior to the end of successive terms of this Agreement.

4. **Amendment.** This Agreement may only be amended by written agreement by both parties.

5. **Event of Default.** In the event that either party fails to perform any of its obligations hereunder and such failure shall continue for a period of sixty (60) days after written notice describing such failure has been given by the non-defaulting party, the non-defaulting party may terminate this Agreement with no further obligation or liability by giving an additional written notice to the defaulting party informing such party of the termination of this Agreement. Subject to Section 8, any such termination shall not limit the legal or equitable rights and remedies that may be available to any party.

6. **Assignment; Third Party Beneficiaries.** This Agreement may not be assigned without obtaining the prior written consent of the other party hereto, which consent shall not be unreasonably withheld. No assignment shall have the effect of relieving the assignor of any liabilities hereunder without the other party's written consent. No person (including, without limitation, any employee of a member) shall be, or be deemed to be, a third party beneficiary of this Agreement.

JTF
10/1/96

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to the principles of conflicts of laws thereof.

8. **Mediation.** Claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme court prior to institution of legal proceedings by either party. Mediators shall be chosen from a Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by JTF.

9. **Waivers.** No waiver of any provision of this Agreement shall be binding upon any party unless such waiver is expressly set forth in a written instrument executed by such party. Such waiver shall be effective only to the extent specifically set forth in such written instrument. Neither the exercise nor the delay or failure to exercise any right, power or remedy shall operate as a waiver of or impair, limit or restrict the exercise by any party of any such right, power or remedy at any time and from time to time thereafter.

10. **Notices.** Any notice required hereunder shall be in writing and shall be delivered personally (by courier or otherwise), sent by certified, registered or express mail, postage prepaid and return receipt requested, or transmitted by telecopier with a copy of such notice or other communication and a confirmation of transmission sent by certified, registered or express mail, postage prepaid and return receipt requested), and shall be addressed as follows:

when Client is to be notified:

Nassau County Board of County Commissioners
P.O. Box 456
Fernandina Beach, Florida 32085-0456
Attention: Walter Gossett
Telecopier No.: (904) 321-5784

when John T. Ferreira Insurance, Inc. is to be notified:

John T. Ferreira Insurance, Inc.
500 Centre Street
Fernandina Beach, Florida 32035
Attention: Robert S. Ferreira
Telecopier No.: (904) 277-8739

A party may, by notice given in accordance with this Section 10 to the other party, designate another address or person to which notices required to be given pursuant to this Agreement shall thereafter be transmitted. Each notice transmitted shall be deemed to have been given, received and become effective for all purposes at the earlier of the time it shall have been actually received or (i) delivered to the addressee as indicated by the return receipt or the affidavit of the messenger, or transmitted to the addressee or (ii) presented for delivery to the addressee as so indicated during normal business hours, if such delivery shall have been refused for any reason.

11. Entire Agreement. This Agreement contains the entire agreement and understanding among the parties with respect to the subject matter hereof and cancels and supersedes all of the previous or contemporaneous agreements, representations, warranties and understandings, whether written or oral, by or between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

JOHN T. FERREIRA INSURANCE, INC.

Date: 5/14/97

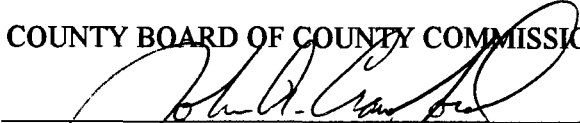
By: 

Name: Robert S. Ferreira

Title: President, John T. Ferreira Ins. Inc.

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Date: 5/14/97

By: 

Name: John A. Crawford

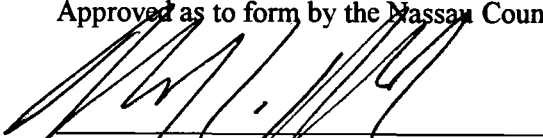
Title: Chairman

ATTEST:



J. M. "Chip" Oxley, Jr.
Its: Ex-Officio Clerk

Approved as to form by the Nassau County Attorney:



Michael S. Mullin

SERVICES EXHIBIT

INSURANCE BROKERAGE AND RISK MANAGEMENT SERVICES

1. Conduct risk identification surveys to determine exposures to loss.
2. Provide insurance program audit and review of existing insurance policies to evaluate adequacy of coverage and limits, appropriate deductible/retention levels, significant restrictions in coverage, existence of warranties, concurrency of coverage, duplication or gaps in coverage, coordination of coverages and suitability of forms.
3. Develop insurance program specifications to address exposures to loss, submit specifications to selected markets and vendors, negotiate policy terms, conditions, rates and premiums, evaluate alternatives in accordance with pre-defined priorities and objectives and prepare a report with recommendations.
4. Verify all requested new and renewal policy terms, conditions, rates and premiums when policies received. Request, document and verify receipt of all requested mid-term changes for accuracy, rates and premiums.
5. Verify retrospective premium adjustment calculations.
6. Verify experience modification calculations.
7. Allocate premium and premium adjustments to designated locations departments and/or profit centers as requested.
8. Review existing and proposed contracts, indemnification agreements and lease agreements to mitigate contractual risk exposure and to assist with contract negotiations as requested.
9. Provide assistance and counsel in the selection of risk management related service providers and monitor ongoing performance.
10. Monitor ongoing insurer financial security and stability.
11. Serve as a liaison for insurance company activities.
12. Prepare premium accounting analysis as requested. Prepare cost analysis and projections for budgeting process as requested.
13. Prepare insurance certificates, binders, auto ID cards, WC posting notices and similar documentation as required by Clients, regulators, mortgagees, loss payees and other interested parties.
14. Assist in vendor certification for adequacy and compliance as requested.
15. Prepare an insurance policy register summarizing limits, policy dates, premiums, deductibles, carrier names, etc.

16. Conduct periodic service planning and risk management meetings to assess changes and anticipated changes in organizational or operational exposures, review claims activities, and address loss control or other service related issues.
17. Document insurance program administration protocols. Facilitate and coordinate with County personnel as needed and/or requested.
18. Assist with the reporting, adjustment and settlement of claims, including subrogated and/or litigated claims brought by/or against the County, as required. Conduct periodic review of open claims and reserves filings.
19. Document claims administration protocols and coordinate with appropriate County personnel.
20. Assist with the development of safety and other risk control manuals. Attend Safety Committee meetings when requested and coordinate actions with County Safety Office as required.
21. Review and assist with negotiations of loss control recommendations as needed.