

SECOND ADDENDUM TO THE
CONSULTING SERVICES AGREEMENT
BETWEEN
E.W. SIVER & ASSOCIATES, INC.
AND
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

WHEREAS, an Agreement was entered into on the 9th day of August, 1999 by and between the Nassau County Board of County Commissioners and E. W. Siver and Associates, Inc., and

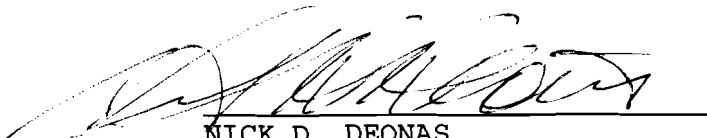
WHEREAS, the Board of County Commissioners has requested a changed to the Consultant's Representative paragraph.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), on this 14th day of August, 2000, the parties agree as follows:

1. Client's Representative Paragraph shall be changed to read: The Client's Representative is the County Coordinator. All reports should be sent to that individual with copies to all members of the Board of County Commissioners, the Human Resources Director and the County Attorney.

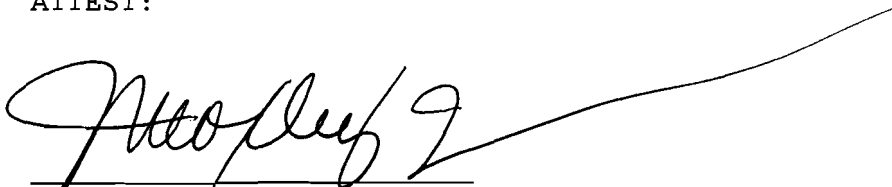
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**



NICK D. DEONAS
Its: Chairman

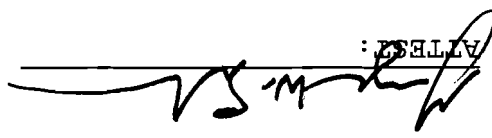
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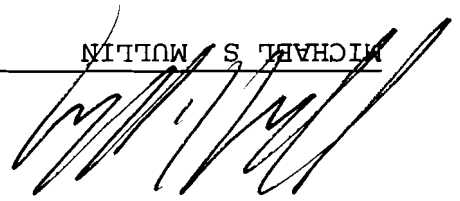


J. M. "CHIP" OXLEY, JR.
Its: Ex-Officio Clerk

EDWARD W. SIVER, CPCU, CLU
President
Mr. (Robert I. Siver)
Acting President

SIVER INSURANCE CONSULTANTS

ATTEST:

DATE: 8/25/00

Approved as to form by the
Nassau County Attorney:

MICHAEL S. MULLIN

ADDENDUM TO THE
CONSULTING SERVICES AGREEMENT
BETWEEN
E. W. SIVER & ASSOCIATES, INC.
AND
NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

WHEREAS, an Agreement was entered into on the 9th day of August, 1999 by and between the Nassau County Board of County Commissioners and E.W. Siver & Associates, Inc., and

WHEREAS, the Board of County Commissioners has requested a change to the Consultant's Representative paragraph.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), on this 18th day of January, 2000, the parties agree as follows:

1. Client's Representative paragraph shall be changed to read: The client's represent is the Human Resources Director. All reports should be sent to that individual with copies to all members of the Board of County Commissioners, the County Coordinator and the County Attorney.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

NASSAU COUNTY BOARD OF COUNTY
COMMISSIONERS



NICK D. DEONAS

Its: Chairman

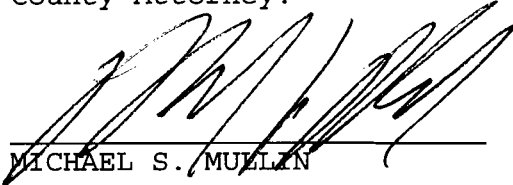
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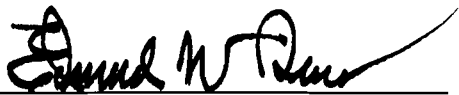
J. M. "CHIP" OXLEY, JR.

Its: Ex-Officio Clerk

Approved as to form by the Nassau
County Attorney:


MICHAEL S. MULLIN

SIVER INSURANCE CONSULTANTS

By: 
EDWARD W. SIVER, CPCU, CLU
President


ATTEST:

2-2-2000
Date

SIVER INSURANCE CONSULTANTS

CONSULTING SERVICES AGREEMENT

Between

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

and

E.W. SIVER & ASSOCIATES, INC.

for

EMPLOYEE WELFARE BENEFITS and
INSURANCE AND RISK MANAGEMENT CONSULTING SERVICES

AGREEMENT

This AGREEMENT made and entered into this 9th day of August, 1999 by and between Nassau County Board of County Commissioners, hereinafter called the CLIENT and E. W. Siver & Associates, Inc. doing business as Siver Insurance Consultants whose address is P. O. Box 21343, St. Petersburg, Florida 33742-1343, hereinafter called the CONSULTANT.

WITNESSETH

WHEREAS THE CLIENT desires to retain an insurance consultant to assist in making proper determinations and decisions with regard to certain insurance, employee benefits and risk management matters; NOW THEREFORE, IN CONSIDERATION of the foregoing and the mutual covenants and promises contained herein, the parties hereto do hereby agree as follows:

PROFESSIONAL SERVICES

The CONSULTANT agrees to provide to the client professional consulting services to include employee benefits, risk management and property-casualty insurance in accordance with the following project descriptions as well as on an ad hoc basis. The specific services offered by the CONSULTANT under this Agreement include:

PART I - EMPLOYEE WELFARE BENEFITS

Project 1 - Review of Current Plans: CONSULTANT will review, evaluate and report on the important elements of existing Employee Benefit programs including plan design, compliance with applicable legislation, industry standards, and cost effectiveness.

Following the review and evaluation, the CONSULTANT will present written recommendations to the CLIENT and, if requested, make a formal presentation of the findings to the Board of County Commissioners.

Total Cost for Project 1 - Not to exceed \$2,500

Includes one trip for July 14, 1999 on-site meeting with the CLIENT. Additional on-site meetings available on request at \$120 per hour plus customary out-of-pocket expenses.

Project 2 - Periodic Claims Experience Reviews: CONSULTANT will obtain updated claims experience on an approved schedule for comparison to prior experience and to determine if there are developing patterns affecting costs. A letter-report will be completed following each review. If appropriate, the report will include recommendations for plan design changes, re-marketing and/or contribution strategies.

Total Cost for Project 2 - Not to exceed \$750 per review

We recommend an initial evaluation to be followed by reviews at six months intervals. Fees include our written report.

Project 3 - Development of Specifications: If re-marketing is indicated, CONSULTANT will draft a Request For Proposal (RFP) subject to the CLIENT's approval. The CONSULTANT will assist with responses to vendor questions and preparation of any required addenda to RFPs.

Total Cost for Project 3 - Not to exceed \$2,500

Maximum assumes an RFP to include Medical, Dental and Life & AD&D coverages. If additional coverages are included it may require an adjusted maximum for Project 3. Cost includes specifications for multiple funding arrangements (i.e., self insured and fully insured plans). Travel expenses are not contemplated for Project 3.

Project 4 - Bid Evaluation/Recommendations: The CONSULTANT will review and analyze proposals for conformance with RFP specifications including plan design and description of benefits, rate schedules, network access and contract language. CONSULTANT will perform comparisons, contacting proposers for clarification as required. A written report of findings and recommendations will be prepared and presented to the CLIENT.

Total Cost for Project 4 - Not to exceed \$3,000

Maximum assumes up to six (6) Medical proposals and up to six (6) additional proposals for less complicated products (i.e., stand-alone Dental, Life & AD&D). On-site meetings available on request at \$120 per hour plus customary travel expenses.

Note: Combined Medical and Dental proposals will count as one Medical proposal.

PART II - RISK MANAGEMENT AND INSURANCE

Project 1 -Development of Specifications and Review of Proposals for Workers Compensation Insurance: The CONSULTANT will draft for the CLIENT's approval, a Request For Proposal (RFP) based on the Client's current Worker's Compensation program, which expires October 1, 1999. Also, the CONSULTANT will be available to assist with responses to vendor questions and preparation of applicable addenda to RFP. In addition, the CONSULTANT will review and analyze proposals received in response to the RFP. A written report of findings and recommendations will be prepared and presented to the CLIENT.

Total Cost for Project 1 - Not to exceed \$7,500

Note: The above maximum cost exceeds the Worker's Compensation Fee originally proposed to The CLIENT because that fee contemplated the integration of the Worker's Compensation re-marketing into the re-marketing of the rest of the Property and Casualty program. If the Worker's Compensation program is re-marketed separately, there can be no efficiencies realized from joint development and marketing.

Project 2 - Review of Current Insurance Program: The CONSULTANT will review all current property and casualty insurance programs maintained by The CLIENT. These programs will be analyzed and evaluated based upon appropriateness of coverage, adequacy of policy limits and reasonableness of premiums. Among the questions to be addressed in the analysis are whether The CLIENT should consider remarketing its individual existing, current property and casualty insurance programs or, in the alternative, which programs should be re-marketed. In addition, the CONSULTANT will present written recommendations to The CLIENT and, if requested, present its findings to the Board of County Commissioners.

Total Cost for Project 2 - Not to exceed \$12,500

Project 3 - Development of Specifications and Review of Proposals for all Property and Casualty Insurance Programs (Other than Worker's Compensation): If deemed necessary following the completion of Project 2, above, the CONSULTANT will draft a Request For Proposal (RFP), subject to the CLIENT's approval, based on the Client's Property and Casualty insurance programs scheduled to expire October 1, 2000. Also, the CONSULTANT will be available to assist with responses to vendor questions and preparation of applicable addenda to RFP. The CONSULTANT will review and analyze proposals received in response to the RFP. A written report of findings and recommendations will be prepared and presented to the CLIENT.

Total Cost for Project 3 - Not to exceed \$6,000

SIVER INSURANCE CONSULTANTS

Note: The above maximum cost is less than the original fee proposed to the CLIENT because the CONSULTANT assumes that some of the work done in Part II, Project 1 can be reused in Part II, Project 3.

PART III - AD HOC CONSULTING SERVICES

We offer Ad Hoc services and consultation upon request including, but not limited to identification and investigation of legislative issues, trend factors, innovative products and cost-saving measures, telephone consultations, meetings, research and advice as may be requested from time to time. When requested, the Consultant shall respond to such inquiries in writing.

If any Ad Hoc services will require fees in excess of \$500 per year, Consultant will provide an estimate for such services, and such services shall not be provided without written authorization of the Board of County Commissioners as evidenced by a letter from the Chairman of the Board.

JW
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JMD

TIMELY BASIS

All work performed shall be on a timely basis. CONSULTANT shall respond to CLIENT by the close of the next business day following contact by CLIENT's representative.

CLIENT'S REPRESENTATIVE

CLIENT's representatives are the Risk Management Coordinator and the Human Resources Director. All reports shall be sent to ~~that~~ those individuals with copies to all members of the Board of County Commissioners and the County Coordinator.

JW
B
JMD

CONSULTANT'S REPRESENTATIVE

CONSULTANT's representatives are George W. Erickson for Risk Management and Property Casualty Insurance and Brenda M. Sadler for Employee Welfare Benefits. CONSULTANT shall advise of any change in the representative or contact person.

COMPENSATION OF THE CONSULTANT

At the end of each month in which ad-hoc services are performed, the CONSULTANT shall submit an invoice exhibiting the hours expended, by class of employee, at the rates shown in the FEE SCHEDULE. Customary out-of-pocket expenses, if any, shall be in addition.

SIVER INSURANCE CONSULTANTS

FEE SCHEDULE

Hourly fees for the work described in this Agreement are set forth below (subject to any maximums noted under specific project descriptions). Any future adjustments shall be submitted to the CLIENT for approval and adjusted by addendum to this Agreement.

	<u>Rate/Hour</u>
Class I: Senior Consultants	\$ <u>120</u>
Class II: Associate Consultants	\$ <u>80</u>
Class III: Administrative - Persons involved in clerical and record keeping matters	\$ <u>35</u>

Customary out-of-pocket expenses are charged on an actual cost incurred basis, and are in addition to the above hourly rates.

The CONSULTANT agrees that the above hourly rates are guaranteed for 24 months.

TERMINATION

This Agreement may be terminated by CLIENT upon thirty (30) days written notice to CONSULTANT. CLIENT would be responsible for any work performed by CONSULTANT up to the date of termination. Any and all work performed shall be set forth in writing and provided to CLIENT for verification.

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 the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the Cost of mediation shall be borne by CONSULTANT.

NO CONFLICT OF INTEREST

The CONSULTANT assures the CLIENT that the firm acts solely in its capacity as CONSULTANT. The CONSULTANT shall not participate in commission from any insurance company, agent or broker nor accept any income other than that stipulated in this Agreement.

Further, the CONSULTANT assures the CLIENT that to the best of its knowledge, the signing of this Agreement does not create any conflict of interest between itself, its associates, any principal of its firm or any member or employee of the CLIENT.

Further, the CONSULTANT will not sign any Application for Insurance for any insurance purchased by the Nassau County Board of County Commissioners.

Jyle
gms

SIVER INSURANCE CONSULTANTS

EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year above first written.

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

By: J. Hooper

CHAIRMAN.

(Title)

Approved as to form by the Nassau County Attorney:

ATTEST: J. M. Oxley, Jr.
J. M. "Chip" Oxley, Jr.

Date: 8-24-99

Michael S. Mullin
MICHAEL S. MULLIN

SIVER INSURANCE CONSULTANTS

By: Edward W. Siver
Edward W. Siver, CPCU, CLU
President

ATTEST: Dewey Lopez

Date: 8/17/99

J:\P&C\RFP\NASSAU99\CONTRCT2.WPD